

quantities thereon .

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS :

1. The party of the second part agrees to commence operations upon said premises within Twelve months from this date , or thereafter to pay first party an annual rental of Forty (\$40.00) Dollars in advance for further delay, until operations are commenced; said rental to be deposited to the credit of the party of the first part in Bank of Commerce Bank of Tulsa , Oklahoma or to be paid direct to said first party; and a failure to commence such operations , or to pay said rental , shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages , or be liable upon any stipulations or conditions herein contained .
2. If oil be found in paying quantities upon said premises, the second party agrees to deliver to first party in the pipe line with which he may connect the well or wells the one tenth part of all oil produced or saved from said premises .
3. The party of the second part agrees to pay in yearly payment at the end of each year One Hundred and fifty (\$150.00) Dollars on each gas producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to the first party or deposited to his credit in the bank aforesaid .
4. The party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations
5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party on other farms .
6. The second part shall pay all damages to growing crops caused by the aforesaid operations.
7. No well shall be drilled nearer than Two Hundred (200.) feet to the buildings on said premises .
8. The second party may, at any time , remove all his property and reconvey the party of the first part his assigns , the premises hereby granted , and thereupon this instrument shall become null and void .
9. The second party shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines steam, water , gas and shaft lines connecting with like lines to and from adjoining lands controlled by the second party .

IT IS UNDERSTOOD between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors , administrators, successors and assigns .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written .

Signed, sealed and delivered in the presence of Frank Johnson Seal
G.L.Holt
Joseph S Faith

J. H. H. H.
(Rec'd Oct 2 - 08 as to)
(Emmett H. H. H.)

ACKNOWLEDGEMENT .

State of Oklahoma , Tulsa County, SS

Before me a Justice of the Peace in and for said County and State on this 14 th day of August 1908 personally appeared Frank Johnson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .