

executors and administrators, free of cost, in the pipe line to which the well may be connected the equal One Eighth part of the oil produced and saved from the leased premises : 2nd. to pay One Hundred Dollars per year for the gas from each and every gas well drilled on said premises, the product of which is marketed and used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter, while the gas from said well is used. In case gas is found in marketable quantities, party of the first part shall have gas for domestic purposes free by making his own connections.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And further to complete a well for oil or gas on said premises within One Year from date hereof or pay at the rate of Ten Dollars in advance for each additional Month such completion is delayed from the time above mentioned for the completion of such well, until a well is completed. Such payment may be made direct to the lessor or by check mailed to Andrew J Berryhill at Bixby Okla or by check deposited to the credit of Andrew J Berryhill in the Bank of Bixby at Bixby Okla.

It is agreed that the second party is to have the privilege of using sufficient water from the premise to run ^{all} ~~the~~ machinery, and at any time to remove all machinery from the premises; and further upon the payment of Five Dollars at any time, by the party of the second part, heirs, executors, administrators, or assigns, to the party of the first part, his heirs, or assigns, said party of the second party's heirs, executors, administrators or assigns shall have the right to surrender this ^{last} ~~lease~~ for cancellation after which, all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

WITNESS the following signatures and seals.

Witnesses.

J. F. Pantler

Chas M Shenill *Shenill*

Andrew J Berryhill SEAL.

Guardian.
New State Oil & Gas Co. *Seal*

By J. C. Freemon SEAL.

State of Oklahoma)
Tulsa County) SS

Before me, Chas M *Shenill* Shenill, a Notary Public in and for said County and State on this 5th day of February 1908, personally appeared Andrew J Berryhill and 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.

(SEAL) Witness my hand and seal the day and year above set forth.

My commission expires Oct 1 ~~1908~~ 1910

Chas M *Shenill* Shenill
Notary Public.

Filed for record Jun 17 1908. at 1:15 P.M. H.C. Walkley Reg of Deeds. (SEAL)