

therefrom by said lessees .

In consideration whereof the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the said premises. And should gas be found in paying quantities second party agrees to pay as provided for in department leases yearly, in advance for the product from <sup>each</sup> such gas well, while the same is being sold of the premises and first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense .

Second party agrees to locate all wells so as to interfere as little as possible with the cultivate d portions of the premises and to pay for all damages to growing crops caused by said operations .

Provided, however, that if a well is not drilled on said premises within one year from the date hereof, then this lease and agreements shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of One Dollar per acre in advance until a well is drilled thereon, or until this lease is cancelled as hereinafter provided . And it is agreed that a completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease . All rentals and other payments may be made direct to party of the first part or may be deposited to his credit at First National Bank of Tahlequah, Okla, and a failure on the part of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rental, shall render ~~and not to remain in force or be revived without the consent of both parties in writing~~ this lease and agreements null and void and all rights , claims and demands of any kind or nature, of any and all parties her<sup>c</sup>under shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made .

It is understood that all of the terms and conditions between the parties hereto shall hereto extend and apply to their respective heirs, executors, administrators and assigns .

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written .

Signed, sealed and delivered in presence of Bascom P Rasmus as Guardian of Nancy E Rasmus .

W.L. Johns

Houston B <sup>o</sup> Tinhee

APPROVED ON THIS 10 DAY OF AUGUST 1908 .

COURT SEAL.

J.T Parks  
County Judge .

State of Oklahoma, )  
                                  ) SS  
Merooke County . )

Before, me, a Notary Public in and for said County and state on this 10 th day of August personally appeared <sup>o</sup> to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purpose therein set forth .

Witness my hand and official seal the day and year above set forth .

SEAL. My commission expires April 12 1909 .  
(First Term )

Wm. F Rasmus  
Notary Public

Filed for record Aug 17 1908 at 1'30 P.M. H.C. Walkley Reg of deeds (SEAL)