

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 possible with the cultivated 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 agreement 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 Cherokee 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 this lease and agreements null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing and all rights , claims and demands of any kind or nature of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made .

It is understood that all the terms and conditions between the parties hereto shall 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 Thomas Murphy guardian of Jesse Murphy
W.L. Johns Minor .

Houston B Teehes

APPROVED this the II day of August 1908 .

J.T. Parks
County Judge .

State of Oklahoma) SS
Cherokee County) Before Clerk County Court in and for said County and
State on this II day of August personally appeared 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 .

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

COURT SEAL.

J.C. Woodson
Clerk County Court .

Filed for record Aug 17- 1908 at 1:30 PM
H. Walker Reg of Deeds
COMPARED

-----OIL AND GAS LEASE :-----

This lease made this 17th day of August A.D. 1908 by and between Jay Johnson of Mohawk of the first part and John S Mc Carthy & Blain Willits of the second part,

WITNESSETH: That the said party of the first part in consideration of \$ 1.00

Tulsa
1-17-62