

the remainder together with all gas from oil wells . If second party shall sell or market gas from any well producing gas only, it shall pay first party therefor Fifty Dollars per year for each well during the time such gas shall be sold or marketed, payable ~~quarterly~~ ^{quarterly} sixty days after gas is sold or marketed . Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises and pay all damages to growing crops by reason of its operations .

The second party shall have the privilege of using sufficient water from the premises, and, if necessary, to drill therefor . In case no well for oil or gas or other minerals be drilled on said premises within 60 days of date hereof, all rights and obligations secured under this contract shall cease and determine, unless the second party shall elect to continue this lease in force as to all or any portion of said premises by paying an annual rental of One Dollar per acre payable annually for all said premises, or such portion as it may designate until a well is drilled on said premises . Said rentals to be paid by deposit to credit of first party, in First National Bank at Tulsa Oklahoma . Provided , However, that the second party shall have the right on payment of one dollar at any time to terminate this lease . by notice in writing or by surrendering this lease and shall thereafter be released from all obligations and liabilities under the same .

The second party shall have the right to erect, lay, maintain and remove all pipes, pipe lines, machinery and structure necessary for the productions, preservation and transportation of oil and gas produced on said premises .

Party of the first part hereby certifies that his ward is the lawful and legal owner of the above described premises and that there are no mortgages on said land except of record . Party of the second part shall have the right as a protection for himself in this lease, to take up any mortgage that may be now outstanding or hereafter given by said first party and have a first lien on said premises .

All conditions of this agreement shall extend to their heirs, executors, administrators, successors and assigns of the parties hereto .

Witness our hands and seals this the 6th day of August 1908 .

Witnesses :

Robert Foreman Seal
As guardian of Linnie Foreman , a minor .

State of Oklahoma)
Rogers County .) SS

Before me A.F. Mood a Notary Public in and for said County and State on this 6th day of August 1908 personally appeared Robert Foreman as guardian of Linnie Foreman , a minor , 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 .

SEAL. My commission expires August 24th 1909 .

A.F. Mood
Notary Public

Filed for record Sep 16 1908 at 3 P.M. H.C. Walkley Reg of Deeds (SEAL)