

operating for oil, gas or water to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil, gas or water, Provided, That first party shall have the right to use said premises for farming purposes except such as is actually occupied by second party, namely: A lot of land situate in the Township of County of Tulsa, In the State of Oklahoma and is described as follows, to-wit :-

W 1/2 of SW 4 of SE4 and S 1/2 of NW 4 of SE 4 and NE 4 of NW 4 of SE 4 and E 1/2 of NW 4 of NE4 and SW 4 of NE 4 of NE 4 Leass rightway for A.T. & S F Railroad ? Section 21 Township number 20 North Range number 13 East

The above was made on the following terms :

1st . Second party agrees to commence operations on said premises within 30 days from the date of approval hereof and complete in 3 Months from this date, or the property hereby granted is conveyed to the first party .

2d. Should oil be found in paying quantities upon the premises, second party agrees to deliver to the first party in the pipe line which it may connect the well or wells, the 1/8th part of all the oil produced and saved from premises .

3rd. Should gas be found second party agrees to pay to the first party One Hundred & Fifty Dollars per annum for ^{each} well from which and while gas is used therefrom off said premises.

4th . First party shall be entitled to enough gas free of cost to heat his stoves in the residence on said premises as long as second party shall use gas off said premises under this contract, but shall lay and maintain the service pipes at his own expense, and use said gas at his own risk . The said party of the second part further to have the privilege of excavating for water and of using sufficient water, gas and oil from the premises herein leased to run the necessary engines for the prosecution of said business .

5th . No well shall be drilled nearer than 200 feet to any buildings on said premises

6th . Second party may at any time remove all his property and re-convey the premises hereby granted and thereupon this instrument shall be null and void .

7th . That this lease unless otherwise terminated by its terms is to expire with the majority of said minor James L Pierce on Sept 10, 1913 .

All the foregoing stipulations to be complied with, unavoidable delays excepted

In witness whereof the parties herunto set their hands this 25th day of September A.D. 1908 .

Signed and delivered in the presence of

Kittie E Butler Seal

Thos W Leahy

Edwd Atkinson

State of Oklahoma, County of Muskogee, SS.

Before me, ~~W.M.C.~~ M.C. Black a Notary Public in and for said County and State on this 25th day of September 1908 personally appeared Kittie E Butler to me known to be the identical person who executed the within and foregoing instrument and acknowledged ^{to me} that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and Notarial seal the day and year ~~fixix~~ above set forth .

SEAL. My commission expires July 23 th 1912 .

M.C. Black

Filed for record Oct 9 1908 at 1 '20 P.M. H.C. Walkley Reg of Deeds (SEAL)