

is being produced therefrom by said lessee.

In consideration whereof the said party of the second part agrees to deliver to parties of the first part in tanks or pipe lines the eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay Seventy Five Dollars (\$75.00) yearly, in advance for the products of each gas well, while the same is being sold off the premises and first parties shall have free ^{use of} gas for domestic purposes, by making their own connection for such gas at the well at their own risk and expense.

Second party agrees to locate all wells so as to interfere as little as 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 five years 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 five years above mentioned for the drilling of a well, shall pay a rental of Ten (\$10.00) dollars per annum until a well is drilled thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the 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 parties of the first part or may be deposited to their credit at Central Nat'l Bank Tulsa, Oklahoma. And further upon the payment of One Dollar at any time after One year by the party of the second part, her heirs and assigns to the parties of the first part, their heirs and assigns said lessee shall have the right to surrender this 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.

All conditions between the parties hereto shall extend and apply to their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year above written.

SIGNED sealed and delivered in the presence of

Frank Riley Seal

Bertha Riley Seal

ACKNOWLEDGMENT.

State of Oklahoma) SS
County of Tulsa .)

Be it remembered that on this 30th day of September 1908 came before me a Notary Public within and for the above named State and County duly commissioned and acting as such Frank Riley to me personally well known to be the party whose name appears upon and signed to the foregoing lease as the party grantor and stated to me that he has so signed and executed the same for the ^{consideration} and purposes therein ^{mentioned} and set forth and I do hereby so certify.

And I further certify that on the same day also ^{voluntarily} ~~voluntarily~~ appeared before me Bertha Riley ^{to me personally} known to be the wife of the said Frank Riley and in the absence of her said husband declared she had of her own will executed the above lease and signed and sealed the same for the purposes and considerations therein contained and set forth as her free and voluntary act and deed without compulsion or ^{undue influence} ~~undue influence~~ of the part of her said husband.

In testimony whereof I have hereunto set my hand and affixed my notarial seal