

second party agrees to pay as provided in Department leases now in force in advance for the product ^{from} for each gas well, while the same is being sold off the premises and the 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 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 ~~commenced~~ drilled on said premises within one year from the date hereon, 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 anove mentioned for the drilling of a well, shallpay 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 Tahlequah Okla and a failure on the part of the second part to comply with the terms of this ~~agreement~~ covenant by either commencing a well within the time aforesaid or paying said rental shall render this lease and agreement null and void and not to remain in or be continued in force ~~xxx~~ 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 and 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 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

J. A. Bengge

Bruce L Keenan

J.F. Pearce

State of Oklahoma)
) SS
Cherokee County .)

Before me a Notary Public in and for said County and State on this 16th day of Sept 1908 personally appeared J.A. Bengtson 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 thereinset forth.

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

My commission expires April 7-1910 Houston B Teehee

SEAL.

Notary Public

Filed for record Sep 18 1908 at 1 P.M. H.C.Walkley Reg of Deeds (SEAL)

COMPARED

[illegible]

85-10-48

-----: POWER OF ATTORNEY :-----

KNOW all men by these presents, That the Tulsa & Heights Company (a corporation) with its principal offices in the City of Tulsa and State of Oklahoma, have made constituted and appointed, and by these presents do make, constitute and appoint C.W. Deming of Tulsa, its true and lawful attorney, for it and in its name, place and stead, and