

Agreed that if gas only is found second party is to pay first party at the rate of One Hundred and fifty ( \$ 150.00 ) Dollars per annum per well for gas which is sold or marketed from said premises. In case gas is not sold or marketed from said premises and the second party desires to retain the right thereto, he shall pay to the first party the sum of Fifty ( \$ 50.00 ) per year for each well. First party to have gas free of cost for domestic purposes during the life of this lease. When the first party shall request it, second party shall within a reasonable time after said request bury below plow depth all oil and gas pipe lines which are laid over tillable ground on said premises, second party also agrees to pay all damages done the crops by reason of laying, maintaining and removing pipe line and further agrees to do no more damage to crops than is <sup>absolutely</sup> ~~absolutely~~ necessary. No well to be nearer than 150 feet of residence or buildings on premises. Second party agrees to make no unnecessary ~~oil~~ waste oil and make all developments in a workmanlike manner.

All moneys falling due under the terms of this grant may be paid direct to the first party or to the credit of the first party at the Bank of Claremore, Claremore Oklahoma.

In further consideration for the payment of said sum of One and No/100 Dollars and all payments due on the lease under the terms of this lease, first party grant unto second party the exclusive option and right to release and terminate this grant at any time the second party shall have in <sup>(matter)</sup> fully complied with the terms of this grant and with the consent of the first party, thereafter all liabilities of second party as to the portions ~~thereof~~ released shall cease and terminate.

In case gas is produced on said premises in quantities that it would not pay to operate under the terms above set forth, the party of the second part may sell such gas or part thereof to parties drilling on adjacent lands, and shall pay the first party one-eighth part of the money received from the sale thereof.

The second party shall have the right to use sufficient gas, oil and water to use in drilling all wells and to run all machinery necessary in the operation of all wells on said premises.

The second party agrees that he will whenever necessary drill a sufficient number of wells to off-set wells that are producing or that will be producing on land adjoining these leased premises, so as to protect the leased premises from being drained, by reason of wells being bored near said premises.

The royalty on oil shall be paid monthly by the second part, and shall be paid on ~~the~~ or before the \_\_\_\_th day of the month for the royalty \$\$ for the preceding month and paid as herein before mentioned.

State of Oklahoma       SS  
County of Rogers.

Olive Martin      Seal  
Frank A Gillespie      Seal

Before me a Notary Public within and for the said County and State on this the 1st day of Sept 1908 personally appeared Frank A Gillespie the lessee and Olive Martin the lessor herein to me well and personally known as the parties who signed the foregoing lease as such who after being by me first duly sworn stated and acknowledged that they signed the above and foregoing lease and executed same as their free and voluntary act and deed and for the purposes and considerations therein set forth and mentioned.

Witness my hand and official seal on this the 1st day of Sept A D 1908  
SEAL. My com ex 3/28/1909.  
Filed for record Sep 1 1908 at 2:10 P.M. H.C. Walkley Reg of Deeds (SEAL)

Walter W Shaw  
Notary Public