

Township Tulsa County State of Oklahoma, bounded and described as follows, to-wit :-

The North half of the N E 1/4 of the south west quarter ( N2 Ne 4 SW 1/4 ) and the SE 4 of the NE 1/4 of the south west quarter ( SE 4 NE 4 SW 1/4 ) of section Nine ( 9 ) in Township Twenty (20) N and range Thirteen ( 13 ) East (30) thirty acres more or less according to the U.S. survey thereof all being in Section Nine Township 20 Range 13 of the Indian meridian containing thirty (30) acres more or less .

In consideration of the premises the said lessee covenants and agrees .

FIRST: To deliver to the credit of the lessor or lessors her heirs or assigns free of cost, into tanks, or pipe line to which she may connect the wells, the equal One eighth ( 1/8 ) part or share of all the oil produced and saved from the leased premises .

SECOND : To pay the lessor One Hundred & Fifty Dollars each year in advance for the gas from which each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at her own risk for one dwelling house on said premises, during the same time to be used economically . *Provided that the well produces 500000 feet gas per day.*

THIRD : The lessee agrees to commence drilling a well on said premises within Six months from date hereof or pay thirty dollars for each additional year such commencement is delayed from the time above mentioned for commencing drilling of such well until a well is commenced

FOURTH: The lessee further agrees to bury pipe lines for oil in cultivated field below plow depth when requested to do so by lessor and to pay for damages done growing crops while drilling .

FIFTH : The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor .

FURTHERMORE the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of the state as they may affect said premises . And the lessor also consent to the lessee selling or disposing of said lease .

FURTHERMORE it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for mining operations thereon or other lands near lease except water from the wells of lessor .

Also that the lessee his heirs or assigns shall have the right at any time on payment of one dollar to the lessor <sup>her</sup> heirs or assigns, 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 . This lease may be surrendered by mailing to the lessor as above . And all money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessor or mailed to her at Ft Gibson Oklahoma or payment may be made through First National Bank of Ft Gibson Okla

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto .

In witness whereof the parties <sup>her</sup> hereunto set their hands and seals this

the day and year first above written .  
Signed sealed and delivered in the presence of

Z. J. Walrond

Fannie Chase

Seal

George W Adams

Seal

State of Oklahoma )

County of Muskogee . )

SS

On the 3rd day of October A.D. 1908 before me the subscriber a Notary Public in and for said County and State personally appeared Fannie Chase single adult whose name is opposite number 132 of Cherokee Freedman Roll of Fort Gibson Oklahoma