

It is further agreed that should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of Seventy-five Dollars for each year so long as the gas is sold therefrom, payable quarterly while so marketed.

The said party of the second part agrees to complete a well upon said premises within twelve months from the date hereof, or pay the lessor thereafter the sum of Twenty-five Cents (25 ¢) per acre per annum, until said well is completed or its lease surrendered. And the drilling of such well, productive or otherwise, shall be full consideration to the party of the first part for the grant hereby made to the party of the second part with exclusive right to drill one or more additional wells on the premises during the term of this lease.

The said party of the first part is to fully use and enjoy the said premises for the purpose of tillage, except such part as shall be necessary for said oil and gas mining purposes, and a right of way over and across said premises to the place or places <sup>or</sup> mining or excavation. The party of the first part may, if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family. The party of the second part paying for connections at such points as may be from time to time designated by the party of the first part.

The above rentals shall be paid to the party of the first part in person or by check deposited in the post office directed to said party of the first part at Tulsa, Oklahoma.

It is further agreed that if oil is not found in paying quantities upon the premises hereby leased within ten years from the date hereof this lease is null and void.

The time of getting oil in paying quantities being the essence of the lease. If oil is found in paying quantities upon the premises within the time named above, then this lease shall continue in force so long as oil shall be found in paying quantities, whether for Twenty years, more or less.

IN WITNESS WHEREOF, We, the said parties hereto have hereunto set our hands the day and year first above written.

O. U. Schlegel

STATE OF OKLAHOMA, ( SS.  
COUNTY OF TULSA. (

Before me J. M. Hayner in and for said County and State, on this 2nd day of March, 1908, personally appeared O. U. Schlegel, 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 therein set forth.

J. M. Hayner

Notary Public.

My commission expires Jan. 20-1912.

Seal)

Filed for record in my office on Oct. 14, 1908 at 2:10 o'clock p.m., H. C. Walkley  
Register of Deeds.

(Seal)