

yielding and paying to the lessor the one tenth part of all the oil produced and saved from the premises, delivered free of expense into the tanks or pipe lines to the lessor's credit, and should any well produce gas in sufficient quantities to justify marketing, the lessor shall be paid at the rate of One Hundred (\$100.00) Dollars per year for ~~each~~ ^{one} well, as long as the gas therefrom is sold.

In case no well be commenced on the above described premises within five years from the date hereof, this lease shall become null and void and without any further force and effect whatever, unless the lessee shall pay for the delay at ~~the~~ ^{the} rate of Ten (\$10.00) Dollars in advance for each and every year hereafter until a well is commenced or this lease surrendered as hereinafter provided. Such payments may be made in hand or by check mailed to ~~her~~ ^{her} address or deposited in Farmers State Bank of Beggs Oklahoma.

And it is ^{hereby} mutually agreed that the drilling of a well upon said premises shall be a full liquidation of all rentals during the remainder of this lease.

Lessee agrees to locate all wells so as to interfere as little as possible with cultivation and to pay all damages done to growing crops by reason of said operations. No wells shall be drilled within 100 feet of lessor's house, or barn without the consent of ~~the~~ ^{her} lessor.

Lessor shall have free use of gas for domestic purposes by making her connection at the well at her own risk and expense.

Lessor further agrees that lessee shall have the privilege of using sufficient water and oil from said premises to run all machinery thereon, and may use "casing head" gas from wells drilled thereon for the purpose of operating said wells, and wells on other farms owned by lessee without payment of royalty, and lessee may use gas produced from wells on other farms to operate wells on above premises.

And it is further agreed that the lessee may at any time upon the payment of One Dollar and the tender of this lease, endorsed with a surrender thereof signed by the lessee, surrender this lease to ~~the~~ lessor, and be thereby discharged and released from all future obligations and responsibility thereunder, and thereupon this lease shall be null and void and of no further effect, and whatever monies have been received by the lessor shall be retained by her.

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

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals, this 19th, day of October, A. D. 1908.

Signed, sealed and delivered in the presence of:	^{her} Mary X Isaac
Anderson Roberts	mark Arthur L. Funk
James K. Kepley	John H. Korndorfer

STATE OF OKLAHOMA: OKMULGEE COUNTY.) SS.

Before me, James K. Kepley, a Notary Public in and for said County and State, on this 19th, day of October, 1908, personally appeared Mary Isaac, a single woman, 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.

James K. Kepley, Notary Public/

(SEAL) My commission expires May 29th, 1911.

Filed for record Oct. 26, 1908. at 8 A. M.

H. C. Walkley, Register of Deeds/ (SEAL)

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