

The above rental shall be paid to the first party, in person, or to the credit of the first party at the City National Bank, Wagoner, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent due under ~~under~~ this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling and operating thereon, except water from wells of first party.

When request by the first party the second party shall bury his pipe lines, except steam pipe lines below plow depths.

No well shall be drilled nearer than two hundred feet to the house or barn of said premises.

Second party shall pay for damage caused by him to growing crops on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part his successors or assigns, shall have the right at any time after one year on the payment of one dollar, and all payable obligations then due to the party of the first part, his heirs or assigns, to surrender this lease, if not tested for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

All covenants and agreements herein set forth between the parties hereto, shall extend to their successors, heirs, executors, administrators and assigns.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

James H. Kennedy, Guardian of Pearl Collins

Party of the first part

R. E. Mooney Oil Co.

Party of the second part

By Edward C. Ryan, President.

*Got seal*

STATE OF OKLAHOMA WAGONER COUNTY. ( SS.

Before me, County Judge, a Notary Public in and for said County and State, on this 22, day of June, 1908, personally appeared James H. Kennedy, to me known to be the identical person who executed the ~~above~~ 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, and I hereby so certify.

WITNESS my hand and seal as such Notary Public, at Wagoner, Oklahoma, this 27, day of June, 1908.

W. T. Drake

County Judge

(SEAL)

Approved this 6/27/08. W. T. Drake, County Judge.

Filed for record Nov. 18, 1908/ at 2:02 P. M.

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

COMPARED

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Form A, Series 1908- Approved April 20, 1908.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT,

CHEROKEE NATION INDIAN TERRITORY. *Oklahoma*

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 18th, day of September,