

of the Homestead Exemption Laws of this State of Oklahoma.

It is agreed that this lease shall remain in force and effect for the term of years ending Sept. 10th, 1921.

In consideration of the premises the said party of the second part, covenants and agrees

1st. To deliver to the credit of the first party, his heirs or assigns, free of cost in pipe lines to which he may connect his wells, the equal one eighth part of all oil produced or saved from the leased premises.

2nd. To pay to the party of the first part One Hundred Fifty Dollars, each year in advance for gas from each well where gas is found, while the same is being used off the premises; and the first party ~~is~~ to have gas free of cost to heat and light one dwelling house on the premises during the same time.

The party of the second part agrees to complete a well on said premises within one year from the date herof, or pay at the rate of Eighty Dollars, per annum, in advance, for each additional twelve months such completion is delayed from the time mentioned for the completion of such well until a well is completed.

The above rental shall be paid to the party of the first part in person, or to the credit of the first party at----- Wagoner, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent 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 well of first party.

When requested by first party, the second party shall bury his pipe lines, except steam lines, below plow depth. No well shall be drilled nearer than two hundred feet to the house or barn of said premises.

Second party shall pay for damages caused by him to growing crops on said land. 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 the~~ ~~thereafter~~ to accrue under and by virtue of its terms shall cease and determine.

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

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

James H. Kennedy, Guardian of Nervy Cowans,
Party of the first part.

CORPORATE SEAL)

R. E. Mooney Oil Co.,

By Edward C. Ryan, President.

STATE OF OKLAHOMA WAGONER COUNTY.) ss.

Before me, County Judge, in and for said State and County, on this 27, day of June, 1908 personally appeared James H. Kennedy, to me personally known to be the identical person who executed the within and foregoing oil and gas lease, 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.