

Second parties agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by such operations, and to bury all pipelines. *Lease to a well*

Provided, however, that if a well is not ^{*Lease to a well*} commenced on said premises within Ninety (90) days from date hereof, then this lease and agreement shall be null and void unless the parties of the second part, within each and every quarter after the expiration of said ninety (90) days mentioned for the commencement of a well, ^{*or*} pay a rental of Ten (\$10.00) Dollars ^{*per acre*} until a well is commenced thereon, ^{*until said*} or until this lease is cancelled as hereinafter provided. Provided, further, that unless ^{*or*} a well is commenced upon said premises ^{*E H*} (within Six (6) months from the date hereof, then ^{*under said a consent from date*} this lease shall become null and void.

All the conditions between the parties hereto shall extend to and apply to their heirs, executors, administrators and assigns; but no assignment shall be valid without previous written consent of Guardian.

IT is agreed and understood between the parties hereto that the division orders upon the production, if any is had from the premises, shall provide for one eighth royalty, but that the parties of the second part shall keep an accurate account of the runs from each well for the ^{*at the actual operation thereof and at the expiration of the said six (6) days*} first sixty (60) days, or as soon thereafter as the oil therefrom is sold. The parties of the second part will pay to the party of the first part the proceeds of an additional ^{*of*} eighth of said oil, so as to pay to the party of the first part as royalty for the first sixty (60) days from each of said wells, the equal one fourth part of the proceeds therefrom.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals, on the day and date first above written.

Texana Woolley,
Guardian of Wilburn E. Woolley, party of the first part.

James Woolley

J. E. Seifried
Parties of the second part.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me, on this ___ day of January, 1909, personally appeared Texana Woolley, to me known to be the identical person who executed the within and foregoing instrument, and she acknowledged to me that she executed the same as her free and voluntary act and deed, as guardian of Wilburn E. Woolley, a minor, and for the uses and purposes therein expressed and set forth.

G. W. Davis, Notary Public.

(SEAL) My commission expires Sept. 18, 1910.

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

I, N. J. Gubser, Judge of the County Court, within and for said County, do hereby certify that the within and foregoing lease was executed by Texana Woolley, the duly appointed, qualified and acting guardian of Wilburn E. Woolley, minor, under and pursuant to and order and direction of the County Court, duly made and entered on the 9th, day of January, 1909, and which order appears filed upon the records of said Court.

WITNESS my hand and the seal of said Court on this 9th, day of January, 1909.

(COURT SEAL)

N. J. Gubser, County Judge.

Filed for record at Tulsa, Okla. Jan. 23, 1909, at 1.30 P. M.

H. C. Walkey Register of Deeds (SEAL)