

of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the leased premises, and should gas be found in paying quantities, second party agrees to pay One Hundred Fifty Dollars yearly in advance for the product from each gas well, while the same is being sold off the premises, and the first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second party agrees 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 said operations.

Provided, however, that if a well is not commenced on said premises within one year from the date hereon, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the commencing of a well, shall pay a rental of Twenty Five Dollars a year, until a well is commenced thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments, may be made direct to the party of the first part, or may be deposited to his credit at Citizens State Bank of Vera, Okla., And a failure on the part of the ~~party of the second part~~ <sup>party</sup> to comply with the terms of this covenant, by either commencing a well within the time aforesaid or by paying said rental, shall render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease and determine and be extinguished with like effect as if this agreement had never been made.

It is understood that all the terms and conditions between the parties shall hereto extend and apply to their respective heirs, , executors, administrators and assigns.

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

Signed, sealed and delivered

in the presence of :

Witnesses to mark:

John T. Beardon, Tulsa, Okla.

J. W. Woodford, Tulsa, Okla.

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

his  
Cade X Jones  
mark  
Guardian of William M/, Sarah F., and Cade R. Jones  
Minors".

L. W. Mathews.

Before me, a Notary Public, in and for said County and State, on this 16<sup>th</sup> day of January personally appeared Cade Jones, 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.

Witness my hand and official seal, the day and year above set forth.

John T. Beardon, Notary Public.

(SEAT) My commission expires January 13, 1910.

Filed for record at Tulsa, Okla. Jan. 21, 1909, at 8 A. M.

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

*approved 1-18-09*  
*W. J. Gubers*  
*County Judge*