

each additional million feet dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at their own risk for one dwelling house on said premises, during the same time, to be used economically.

Third:- The lessor agrees to commence a well on said premises within one year from date hereof, or pay seventy dollars for each additional year of such commencement, per annum, is delayed from the time above mentioned for commencing the drilling of such well until a well is commenced and completed, unavoidable delay excepted.

Fourth:- The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor, and to pay for damage done to growing crops while drilling or operating.

FIFTH:- The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

The lessee shall drill on the above described premises, as the second lease to be drilled on in the vicinity, any strata or seam of coal that should be drilled through on the said premises, the operator shall advise said lessors fully and completely.

Futhermore the lessors hereby release and waive all rights and benefits under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

Futhermore it is mutually agreed by and between the parties hereto that the lessee shall have the right to use ~~oil~~, gas <sup>oil</sup> and water produced on said land for said operations thereon or other lands near said lease except water from the wells of lessor.

*also* And the lessee his heirs or assigns shall have the right at any time, on payment of One Dollar to the lessor, their heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine. This lease may be surrendered by mailing to <sup>the</sup> lessor as above. And all money accruing to lessor under this contract may be paid by check or cash direct to any one of lessors or mailed to Ora B. Adkison, Catoosa, Oklahoma. or payment may be made through Farmers & Mer. Bank, Catoosa, Oklahoma..

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties ~~hereto~~ have hereunto set their hands <sup>and seals</sup> this the day and year first above written.

Signed, sealed and delivered

Ora B. Adkison (SEAL)

in the presence of:   

J. M. Adkison (SEAL)

STATE OF OKLAHOMA, COUNTY OF ROGERS. ) SS.

On the 23rd, day of Nov. A. D. 1908, before me the subscriber, a Notary Public in and for said County and State, personally appeared Ora B. Adkison and J. M. Adkison, her husband, to me known to be the identical persons <sup>named in and</sup> who executed the ~~within and~~ foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.

Florence Daniels, Notary Public.

(SEAL) My commission expires Oct. 5th, 1910.

Filed for record at Tulsa, Okla., Jan. 29, 1909, at 11.10 A. M.  
H. C. Walkley, Register of Deeds (SEAL)