

TO HAVE AND TO HOLD THE ABOVE PREMISES for the term of fifteen years, and so long thereafter as oil and gas is found on said premises in paying quantities.

If gas only is found the lessee agrees to pay at the rate of One Hundred Dollars (\$100.00) each year, ^{payable annually} for the product of each well, while the same is being sold off the premises, and the lessor to have gas free of cost at the well to heat all stoves and for lights in one dwelling house on the premises during the same time, to be used at lessors risk, provided, however, that lessee shall first have sufficient gas for drilling and operating its wells.

Whenever the lesser shall request it/ the lessee shall bury all oil and gas lines on tillable land, and pay all damages done to growing crops by reason of the burying and removing said pipe lines.

No well shall be drilled nearer than 200 feet to the house or barn on said premises without the consent of the lessor, and no well shall occupy more than one acre.

In case no well is completed within one year from date, unless such completion shall be prevented by unavoidable accident or delay, then this grant shall become null and void, unless the lessee shall pay to the lessor Eighty & No/100 (\$80.00) Dollars, payable annually in advance, for each year there after during which such completion is delayed, and a failure to make such payment, by deposit in bank, or otherwise, within thirty (30) days after the same shall become due shall terminate all the rights and liabilities of both parties to this contract.

The lessee may deposit the rental, when it becomes due, in the Farmers and Merchants Bank of, Bank at Collinsville, Oklahoma, and such deposit shall be binding upon the lessor the same as if paid to her in person.

It is agreed that the lessee may drill as many wells on the above described land as it may deem to be necessary to secure all the oil and gas therefrom.

The lessee shall have the right to use sufficient water, gas or oil to run all necessary machinery for operating wells, and also the right to remove all its property at any time during the life of this contract.

It is agreed and understood between the parties hereto that the lessee may surrender this grant at any time by paying the amount then due on the same together with the additional sum of one dollar and releasing the same of record, and thereby be released from all further liabilities.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to their successors, heirs, executors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this thirtieth (30th) day of January, A. D., 1909.

Signed, sealed and delivered

Ethel M. Cobb, nee Quinton (SEAL)

in the presence of: (CORPORATE SEAL)

THE PEARL OIL AND INVESTMENT COMPANY (SEAL)

F. H. Lindsly.

By James D. Ward, President (SEAL)

H. C. Ballman.

By Clinton L. Goodale, Secretary (SEAL)

STATE OF OKLAHOMA, ROGERS COUNTY.) SS.

Before me, J. H. Middleton/ a Notary Public, in and for said County and State, on this 30th, day of January, 1909, personally appeared Ethel M. Cobb, nee Quinton, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the use and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

J. H. Middleton, Notary Public.

(SEAL) My commission expires Nov. 23rd, 1912. Filed for record at Tulsa, Feb. 1, 1909, at 8 A/M
H. C. Walkley, Register of Deeds (SEAL)