

across said premises to all places of operation, by said lessee lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipes over and across said premises, and to use water, gas or oil to run the necessary machinery; also the right to remove at any time any property placed thereon by Lessee, which said tract of land is situated in the County of Tulsa, and State of Oklahoma, and described as follows to wit: The

SW4 of SE4 of Section No. 34, Township No. 22, Range No. 13 E.I.M., containing 40 acres, more or less.

TO HAVE AND TO HOLD the same unto the lessee, his heirs and assigns, for the term of ten (10) years from the date hereof, and as much longer as oil and gas is found in paying quantities thereon; yielding and paying to the lessor the one eighth (1/8) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the Lessor..credit, and should any well produce gas in sufficient quantities to justify marketing, the lessor shall be paid at the rate of 150 Dollars (\$150.00) per year for such well so long as gas therefrom is sold, and the lessor is to have gas for domestic use in one dwelling house on the premises free of cost; he making his own connections.

Lessee agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm, and pay all damage to growing crops.

It is agreed that in case no well is completed on above described premises within four (4) months from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for further delay, at a rental of One Dollar (\$1.00) per day, payable monthly in advance, until a well is completed on these premises; and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises this lease shall continue until the expiration of the full term of the same.

All payments may be made in hand or by deposit to lessors credit in First National Bank of Collinsville, Okla., or be deposited by Registered Letter in the P.O. to his address at Collinsville, Okla., or by check to his order.

Upon the payment of One Dollar at any time by the lessee to the lessor, the lessee shall have the right to surrender this lease for cancellation, and upon such surrender being made, all payments and liabilities thereafter to accrue by the terms of this lease shall be avoided and extinguished and this lease become null and void.

It is understood that all the terms and conditions between the parties hereto shall 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 above written.

WITNESS:

T. D. Taylor

John Christie

George W. Ware (SEAL)

Mary J. Ware (SEAL)

L. Skransewky (SEAL)

J. W. Johnson (SEAL)

P. S. Johnson

STATE OF OKLAHOMA,)
ROGERS COUNTY.) SS.

BEFORE ME, a Notary Public, in and for the said county and State, on this 28th, day of November, 1908, personally appeared Geo. W. Ware & M and Mary J. Ware, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

(SEAL) My commission expires Sep. 5th, 1910
Thomas D. Taylor, Notary Public.

Filed for record at Tulsa, Okla., Feb. 15, 1909. at 11 A. M.

H. G. Walkley, Register of Deeds (SEAL)