

and saved from the leased premises.

2nd. To pay to the first part...heirs or assigns One Hundred Dollars per year for the gas from each and every gas well drilled on said premises, the product from which is marketed and sold of the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used. First party to fully use and enjoy said premises for farming purposes, except such parts as may be used by second party for the purpose aforesaid, second party agreeing to locate all wells so as to interfere as little as possible with the cultivated portions of the farm/ First party to have the right and privilege of using at his own risk sufficient gas for one dwelling house on the premises from any gas well found on said described lease, to make his own connections, and it is agreed that no well shall be drilled within 300 feet of the buildings now on the premises without the consent of the first party.

IT IS PROVIDED, That this lease shall become null and void if a well is not commenced on the premises within nine months, or unless the lessee shall pay 100 cents per acre for each additional year commencement is delayed; and it is agreed that the commencement of such well shall be and operate as a full liquidation of all rentals under this lease during the remainder of the term.

It is agreed that the second party is to have the privilege of using sufficient water, <sup>oil and gas</sup> from the premises to run all necessary machinery, and at any time to remove all buildings, machinery and fixtures placed on said premises; and further upon the payment of <sup>Five</sup> one dollars at any time, by the party of the second part, their heirs or assigns, or by a deposit of said sum, together with all amounts due hereunder, in Bank of Mounds. Said party of the second part their heirs or assigns shall have the right to surrender this lease for cancellation and delivery of said lease to first party in person or a deposit of the same with the money in the ~~Bank~~ Bank aforesaid, shall operate as a complete surrender of all of the second party, their heirs or assigns interest in said property, after which all payments and liabilities thereafter to accrue, under and by virtue of its terms, shall cease and determine and this lease become absolutely null and void.

All provisions hereof shall extend to the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF said parties have hereunto set their hands and seals the day and year aforesaid.

WITNESSES:

Nettie G. Coleman (SEAL)

Frank H. Burek

W. E. Coleman (SEAL)

ACKNOWLEDGEMENT.

UNITED STATES OF AMERICA, INDIAN TERRITORY, )  
TULSA CO. OKLA. JUDICIAL DISTRICT. ) SS.

On this 4th, day of December, A. D. 1908, before me, a Notary Public, within and for the Tulsa County District of the Indian Territory, appeared in person Nettie G. Coleman and Wm. E. Coleman, her husband, to me personally well known as the persons whose names appears upon the within and foregoing Mining Lease, as the party lessors, and stated that they executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal as such Notary Public, in the Tulsa Co. District of the Indian Territory, on this 4th, day of December, A.D. 1908. My commission expires Oct. 23rd, 1911.

Lewis Cline, Notary Public (SEAL)

Filed for record Dec. 12, 1908, at 1.05 P. M. : H. C. Walkley, Register of Deeds (SEAL)