

lessee may connect oil wells, the equal 12½ per cent part of all oil produced and saved from the leased premises.

2. To pay to the first party One Hundred Fifty (\$150.00) 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 first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3. The party of the second part agrees to commence drilling operations on the above described premises within one year from date hereof, or pay at the rate of One Dollar per acre in advance for each additional year such commencement is delayed from the time above mentioned

The above rental shall be paid to the credit of first party at Oklahoma State Bank, of Tahlequah, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling and operation thereon, except water from wells of first party.

When requested by the first party, the second party shall bury pipe lines except steam lines below plough depth.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part, its heirs, successors and assigns, shall have the right at any time on the payment of One (\$1.00) Dollar and all payable obligations then due to the party of the first part, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

It is further agreed and understood by the parties hereto that this lease shall not be assigned except by the consent of the guardian and the approval of such assignment by the County Court for Cherokee County, and State of Oklahoma. And it is further agreed that said second party shall pay the sum of One Dollar per annum should the royalties hereon not exceed said sum.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns.

WITNESS the following signatures and seals:

WITNESSES:

Nathaniel D. Willis (SEAL)

E. L. Fairbanks

Guardian of Thomas E. Willis, a minor.

J. T. Kiester

ATTEST: H. F. Sinclair, Sec'y.

The Lucas Oil Company (CORPORATE SEAL)

By F. B. Ufer, Pres.

APPROVED as per order Feb. 24, 1909

(COURT SEAL) J. T. Parks, County Judge.

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

Before me, a Notary Public in and for said County and State, on this 23rd, day of February, 1909, personally appeared Nathaniel D. Willis as the guardian of Thomas E. Willis, a minor, to me known to be the identical person who executed the within and foregoing instrument and duly acknowledged to me that he executed the same as his 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. William F. Rasmus, Notary Public.

(SEAL) My commission expires April 12, 1909.

Filed for record Mar. 4, 1909. at 10 A. M.: H. C. Walkley, Register of Deeds (SEAL)