

mises; and the first party to have gas free of cost to heat and light one dwelling house on the premises during the same time.

3. The party of the secondpart 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 the 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 terms of this lease.

The party of the secondpart shall have the right to use oil, gas or 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 secondpart 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 party, 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, her 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 his lease shall not be assigned, except by the consent and the approval of such assignment by the Judge of 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:

E. L. Fairbanks.

J. T. Kiestler

ATTEST:

H. F. Sinclair, Sec'y.

Approved as per order Feb. 24, 1909.

(COURT SEAL)

Nathaniel D. Willis (SEAL)

Guardian of Annie M. Willis. a minor.

The Lucas Oil Company (CORPORATE SEAL)

By F. B. Ufer, President.

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 Annie M. 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.

Wm. F. Rasmus, Notary Public.

(SEAL) My commission expires April 12-1909.

Filed for record at Tulsa, Okla., Mar, 4, 1909. at 10 o'clock A. M.
H. C. Walkley, Register of Deeds (SEAL)