

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of five years from the date hereof and as much longer as oil and gas is produced in paying quantities, yielding to the lessor ~~the~~ ^{the} one-eighth part of all oil produced and saved from the premises delivered free of expense into tanks or pipe lines to the lessor's credit.

Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One Hundred Fifty Dollars for each year, so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessee agrees to complete a well on said premises within Twelve months from the date hereof, or pay the lessor thereafter the sum of One Dollar per acre per annum in advance until said well is completed or this lease surrendered. And the drilling of such well productive or otherwise shall be full consideration to lessor for ~~this~~ grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the term of this lease.

Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the consent of the lessor in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessor paying for connections at such points as may be from time to time designated by lessee.

The above rental shall be paid to lessor in person or by check deposited in postoffice directed to..... And it is further agreed, that lessee shall have the right to surrender this lease upon payment of One and no/100 Dollars and all amounts due hereunder and ~~Thereafter~~ shall be released and discharged from all payments, obligations, covenants and conditions herein contained, whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to the heirs, successors, personal representatives and assigns.

Lessor agrees that ~~the~~ ^{the} recordation of a ~~surrender~~ ^{Deed of} in the proper county and a deposit of all amounts then due hereunder to lessor's credit in First Nat. Bank, Tulsa, Okla., shall be and be accepted as full and legal surrender of lessor's rights under this lease.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

H. E. Ellingwood (SEAL)

Cyrus S. Avery, et al. (SEAL)

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

Before me, a Notary Public in and for said County and State, on this 16, day of December, 1908, personally appeared ~~before me~~ H. E. Ellingwood, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

A. B. Davis, Notary Public.

(SEAL) My commission expires November 26, 1911.

Filed for record at Tulsa, Okla., Dec. 31, 1908, at 2.40 p. M.

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

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