

It is agreed that this lease shall remain in force for a term of five years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

1. To deliver to the credit of the first party, her heirs or assigns, free of cost in the pipe line ^{to} with which lessee may connect oil wells, the equal one eighth (1/8) part of all oil produced and saved from the leases 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 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 in person, Bank, 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 the 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} first part, its heirs, successors or 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 thereafter to accrue under and by virtue of its terms shall cease and terminate.

Second party agrees to pay to first party the sum of (\$1.00) One Dollar per year as rental of the above described premises, provided the royalties therefrom do not exceed that amount. If rentals Not paid when due this lease becomes none & void.

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:

Alice Smith, nee Flournoy (SEAL)

Homer L. Smith. (SEAL)

ATTEST:

THE LUCAS OIL COMPANY (SEAL) (CORPORATE SEAL)

H. F. Sinclair, Sec'y.

By F. B. Ufer, President.

STATE OF OKLAHOMA, TULSA COUNTY.) SS.

Before me, a Notary Public in and for said County and State, on this 20th, day of February, 1909, personally appeared Alice Smith, nee Flournoy, and ^{Homer} Homer L. Smith, her husband, 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.

Hayward Hayden, Notary Public.

(SEAL) My commission expires Dec. 28-1911.