to pay One Hundred Fifty Dollars yearly, in advance for the product from each gas well, while the same is being sold off the premises, and the first party shall have the free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second part agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises, and to pay all damages to growing crops caused by said operations.

PROVIDED, However, that if a well is not drilled on said premises within five years from the date hereon, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of One Bollar per acre, until a well is drilled thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that a completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to party of the first part, or may be deposited tocredit atAnd a failure on the part of the sec nd party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rentals, shall/render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made.

It is understood that all terms and conditions between the parties shall hereto extend and apply to their respective heirs, executors, administrators and assigns.

IN WITNESSWhereof, the said parties have hereunto set their hands and seals the day and year first above written.

STATE OF OKLAHOMA,) : SS.

Before me, a Notary Public, in and for said County and State, on this 15, day of March 1909, personally appeared C. C. Robards, as Guardian of Tarvis Robards, a minor, to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESSS my hand and official seal the day and year above set forth.

A. E. Aggas, Notary Public.

(SEAL) My commission expires Nov. 4, 1912.

Filed for record at Tulsa, Okla., Mar. 20, 1909. at 8 o'clock A. M.

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

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