

2. If oil be found in paying quantities upon said premises the lessee agrees to deliver to lessor in the pipe line with which ~~he~~^{they} may connect ~~its~~^{the} well or wells the one eighth part of all the oil produced or saved from said premises.

3. The lessee agrees to pay in annual payments at the end of each year Two Hundred dollars on each gas producing well, during the time only when utilized; . No rental to be paid while gas well is capped or closed in or not utilized. The lessor to have ^{the} free use of the gas at the wells for domestic purposes inresidence on these premises.

4. The lessor shall have the right to use said premises for farming purposes except such part thereof as may be reasonably necessary for said mining operations. The lessee to have a credit of any drilling penalty paid in advance ^{for} failure to drill within one year; prorated and credited on the unexpired period on the stipulated royalties for gas wells; ^{used} that is to say; the rental of one dollar per acre is to cease immediately upon commencing operations to drill a well.

5. The lessee shall have the right to use oil or gas from the wells on this lease for the purpose of operating said wells, and wells (for test purposes) owned by lessee on other farms.

6. The lessee shall pay for all damages to growing crops caused by aforesaid operations.

7. No well shall be drilled nearer than 200 feet to the buildings on said premises except by consent of lessor.

8. The lessee, shall have the right to erect maintain and operate and remove all necessary pipes/ pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the lessee.

9. The lessee may at any time upon the payment of One Dollar to the lessor, or depositing to their credit in the Bank aforesaid, remove all its property and reconvey the lessor or their assigns, the premises hereby granted and thereupon this instrument shall become null and void and end without further proceeding.

IT IS UNDERSTOOD between the parties to this agreement that all conditions and covenants between the parties hereto shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

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

Witness to execution by lessor: F. M. Bussey, Guardian of Freddie M. Bussey, Minor.
Haskell B. Talley, P.O. Tulsa, Okla. Charles Francis.
Elsie Pearl Truskett, P.O. Collinsville, Oklahoma.

Witness to execution by lessee:
Haskell B. Talley, P.O. Tulsa, Okla.
Elsie Pearl Truskett, P.O. Collinsville, Oklahoma.

A C K N O W L E D G E M E N T.

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

Before me, Archibald Bonds, County Judge, in and for said County and State, on this 25 day of November, A. D., 1908, personally appeared F. M. Bussey, guardian of Freddie M. Bussey, to me known to be the identical person who executed the within and foregoing lease, 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.

(COURT SEAL)

Archibald Bonds, County Judge.

My commission expires

Filed for record at Tulsa, Okla. Jan. 5, 1909, at 9 A. M.
H. C. Walkley, Register of Deeds (SEAL)