()

whether permanent or temporary, erected or caused to be erected on the said premises by the party of the second part; and all improvements, trade fixtures, engines, machinery, pipe lines drilling and operating outfits and all casing not in actual use, shall remain the property of the second part, and party of the second part shall have a reasonable length of time thereafter not to exceed 60 days within which to remove the same from the premises.

Party of the Accord part further agrees that before abandoning any well, he will securely plug the same so as to shut off all water above the oil bearing horizon, and agrees to securely shut inor wonfine the gas in all wells productive of gas in paying quantities.

Party of the second part shall have the right to obtain from wells or other sources no on the above described land by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and shall have the right to use oil and natural gas from said premises as fuel so far as it is necessary to the prosecution of said operations.

Party of the firstpart shall have the free use of gas for domestic purposes for one residence on the premises, by making his own connections at the well or wells.

It is further a greed that the party of the second part may at any time upon the payment of Ten Dollars and of all outstanding obligations accrued to date which shall have arisen under the terms of this lease, and the filing for record in the office of the register of deeds of the county where the land lies, and the filing of a copy of the same with the county court, surrender this lease and be thereby discharged and released from all future obligations and responsibilities hereunder; and thereupon this lease shall become null and void, and of no further effect; and whatever moneys have been received by the party of the first part shall be retained by him.

IN WETNESS WHEREOF, the said parties have hereunto set their hands, the day and year first above writtem.

ATTEST:

Harwood Keaton, As Guardian of Harold A. Duff.

Eugene W. Gill

Secretary.

Witnesses: To execution by Lessor:

E. H. Moore, Lena Grubb.

To Execution by lessee:

E. H. Moore, Lena Grubb.

STA TE OF OAKLAHOMA,)

OKMULGEE COUNTY

Before me, . E. Cassity, a Notary Public, in and for said County and State, on this 24th, day of December, 1908, personally appeared Harwood Keaton, as Guardian of Narold A. Duff, to me known to be the identical person who executed the withinand foregoing instrument, and acknowledged to me that he executed the same in his capacity therein stated as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my handaand attached my official seal at Ok-mulgee, in asid County and Saate, the day and year last above written.

G. E. Cassity, Notary Public.

(SEAL) My commission expires J an. 7, 1912.

EXAMINED AND APPROVED This 24th, day of December, 1908.

M. M. Alexander, County Judge. (COURT SEAL)

Filed for record at Tulsa, Okla., Jan/ 7, 1909, at 8 A. M.

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