

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~~ ^{used} and marketed, therefrom, payable quarterly while so marketed. And if gas is not sold shall securely cap each well or pay same as if gas is sold. Lessee agrees to complete a well on said premises within 200 days from the date hereof, or pay the lessor the sum of One Dollar per acre per annum, quarterly 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 grant hereby made to lessee, with exclusive right to drill one or more additional wells on the premises during the term of this lease. No well is to be drilled on the lands hereby leased within 200 feet of the buildings now on the said premises without the consent of both parties in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have gas for domestic ^{use} purposes for one family, the lessor paying for connections at such points as may be from time to time designated by lessee, same being done at the risk and expense of the lessor. It is further agreed that the second party shall have the right at any time, after, in good faith, drilling one well on the above described land, or making satisfactory showing that the land herein leased is non-oilproducing land, by giving notice in writing to the lessor, that within ten day after the delivery of said notice to the lessor, to the effect that the lessor will make application of the Probate Court to have said lease annulled. The lessee may keep this lease in full force and effect by paying one ^dollar per acre per annum, payable in advance. In the event the lessee desires this lease cancelled he shall obtain an order of the County Court to that effect, pay all accrued cost on account of said lease, and pay all existing obligations by virtue of the provisions in this lease contained. And at any time from the date of the approval of this lease, if the conditions herein contained have not been complied with, the lessor may apply to the County Court of Rogers County, State of Oklahoma, and have said lease annulled, by delivering to the lessee, written notice or by mailing to the lessee or his agent such a notice of his intention to have said lease annulled, which notice shall be delivered or deposited in the post office, ten days prior to the time of his intention of making application to have said lease annulled.

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

D. N. Leerskov.

Approved April 2, 1909.

Guardian of Emma Caudrey, Minor.

Archibald Bonds, County Judge. (COURT SEAL)

STATE OF OKLAHOMA;)
 : SS.
CHEROKEE COUNTY.)

Before me, R. W. McKinley, a Notary Public in and for said County and State, on this 23rd day of March, 1909, personally appeared D. N. Leerskov, Guardian of Emma Caudrey, a minor, 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.

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

R. W. McKinley, Notary Public.

(SEAL) My commission expires Oct. 1st, 1912.

Filed for record at Tulsa, Okla. Apr. 2, 1909. at 2.10 o'clock P. M.

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

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