

operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery and fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agrees to deliver to the parties of the first part in tanks or pipe lines the 1/8 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay One Hundred Dollars yearly in advance for the product of each gas well, while the same is being sold off the premises, and first parties shall have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

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

PROVIDED, HOWEVER, that, if a well is not drilled on said premises within one year from date hereof, then <sup>h</sup>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 \$40.00 per year, semi-annually, until a well is drilled thereon, or this lease is cancelled as hereinafter provided. And it is agreed that the 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 parties of the first part or may be deposited to their credit at Farmers National Bank, of Tulsa, Ok. And further, upon the payment of One Dollar at any time after one year, by the party of the second part, his heirs and assigns, to the parties of the first part, their heirs and assigns, said lessee shall have the right 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 determine, and this lease become absolutely null and void.

All the conditions between the parties hereto shall extend and apply to their heirs, executors, administrators and assigns.

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

Signed, sealed and delivered John F. Perryman (SEAL)

in the Presence of: Louella B. Perryman (SEAL)

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

UNITED STATES OF AMERICA,)  
OKLAHOMA, : SS  
TULSA COUNTY. . )

BE IT REMEMBERED, that on this sixteenth day of February 1909, came before me, a Notary Public, within and for the above named District and Territory, duly commissioned and acting as such John F. Perryman and Louella B. Perryman, the parties whose names appear upon and signed to the foregoing lease as the parties grantor, and stated to me that they had signed and executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal at Tulsa Oklahoma, this Seventh day of February 1909.

Frank S. Foster, Notary Public.

(SEAL) My commission expires as such Notary Public December 16, 1911.

Filed for record at Tulsa, Okla., May 10, 1909, at 2 o'clock P. M.

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