

premises and the lessors to have gas free of cost at their own risk for one dwelling house on said premises, during the same time, to be used economically.

Third. The lessee agrees to complete a well on said premises within three years from date hereof, or pay ten dollars per year for each additional year completion is delayed from the time above mentioned for completing of such well until a well is completed.

Fourth. The lessee further agreed to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor, and to pay for damage done growing crops while drilling.

Fifth. The lessee agree not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessors.

FURTHERMORE, the lessors hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessors also consent to the lessee selling or disposing of said lease.

FURTHERMORE, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for his operations thereon or other lands near lease except water from the wells of lessors.

And All money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessor or mailed to J. Robert Gillam at Ardmore, Oklahoma, or payment may be made through Guaranty State Bank, Ardmore, Oklahoma.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

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

Signed, sealed and delivered in J. Robt. Gillam, (seal)
the presence of. Blanche Gillam (seal)

State of Oklahoma)
(S.S.
County of Carter)

On the 5th day of Nov. A.D. 1909 before me, the subscribed, a Notary Public in and for said County and State, personally appeared J. Robert Gillam, and Blanche Gillam, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

Witness my hand and official seal, on the date above written.

(SEAL)

T. H. Dunn, Notary Public.

My commission expires June 27th 1912.

Filed for record at Tulsa Nov. 15 1909 at 8 o'clock A.M.

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