

6th. No well shall be drilled nearer than 200 Two hundred feet to any building on said premises.

7th. Second party may at any time pay all rentals and royalties then due, remove all his property and re-convey the premises hereby granted, and thereupon this instrument shall be null and void and further payments cease

8th. A deposit to the credit of lessor in Skiatook Bank, to the amount of any or the money payments herein provided for, shall be a payment under the terms of this lease.

9th. If no well shall be drilled upon said premises within 10 years from this date, second party agrees to re-convey, and thereupon this instrument shall be null and void.

10th. So long as oil or Gas is found in paying quantities on these premises the privilege of operating therefor shall continue.

11th. It is hereby agreed that if the party of the second part fails to comply with this instrument or any part of it, then and in that event this lease shall become null and void and of no effect and second party shall re-convey the premises leased. Second party agrees to pay to first party immediately after drilling a well \$2.00 per acre for the term of six months then the rental as herein described shall be paid.

IN WITNESS WHEREOF, the parties shall have hereunto set their hands and seals this 15 day of October A.D. 1909.

Signed sealed and delivered in
the presence of

F. I. Burr,
Clara B. Burr

STATE OF KANSAS)

COUNTY OF TULSA) S.S.

BE IT REMEMBERED, that on the 16 day of Nov. A.D. 1909 before me a Notary Public in the County and State aforesaid came F.G. Burr and Clara B. Burr, his wife, personally known to be to be the same persons who executed the foregoing instrument and said person duly acknowledged the execution of the same.

Witness my hand and seal the day and year aforesaid.

(seal)

F.F. Cochran, Notary Public.

My commission expires the 4 day of June A.D. 1913.

For & in consideration of the sum of \$1.00 thereceipt of which is hereby acknowledged, I do hereby sell, assign, and transfer all my right title & interest in and to the within lease to Roth & Main Bros. Oil Co. their heirs & assigns.

F. H. Hirsh.

State of Okla)

County of Washington (S.S.

Subscribed and sworn before me a Notary Public this 8th day of Dec. A.D. 1909.

(seal)

C. F. Foster, Notary Public.

My commission expires July 30th, 1912.