

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of five years from the date hereof and as much longer as oil or gas is produced in paying quantities, yielding to the lessor the one-eighth part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors' 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 & no/100 dollars for each year, so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessee agrees to commence a well on said premises within six months from the date hereof, or pay the lessor thereafter the sum of One and 25/100 Dollars per acre per annum payable 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.

Lessor is to full use and enjoy said premises for the purpose of tillage, except such parties as may be used by the lessor for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the consent of the lessor in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have for domestic purposes for one family, the lessor paying for connections at such points as may be from time to time decided by Lessee.

The above rental shall be paid to lessor in person or by check deposited in postoffice directed to Joseph Hartman, Guardian of Willie L. Hartman a minor, Tulsa, Okla.

And it is further agreed, that lessee shall have the right to surrender this lease upon payment of One and No/100 dollars and all amounts due hereunder and thereafter shall be released and discharged from all payments, covenants and conditions herein contained, whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.

Lessor agrees that the production of a load of surrender in the proper County and a deposit of all amounts then due hereunder to lessor's credit in First National Bank, Tulsa, Okla. shall be and be accepted as full and legal surrender of lessor's rights under this lease.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written,

Approved 11 day of February 1909. Joseph Hartman (SEAL)
Guardian of Willie L. Hartman (SEAL)
Archibald Bond, County Judge. Martin H. Arnold (SEAL)

State of Oklahoma)
Rogers County) S.S.

Before me Guy O. Rayless in and for said County and State on this 11 day of Feb. 1909 personally appeared Joseph Hartman and Martin H. Arnold known to me known to be the identical persons who executed the within and foregoing instrument, and being duly sworn to the truth of the contents thereof, I have hereunto set my hand and seal of office.