

his heirs, administrators, executors and assigns, free of cost in the pipe lines to which party of the second part may connect his wells the equal 1/8th party of all oil produced and saved from the leased premises; and 2nd.--To pay Forty Dollars each three months in advance for the gas, from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within three months from the date hereof, or pay at the rate of Twenty dollars, quarterly in advance for each additional three months, such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in the First National Bank of Muskogee, Oklahoma.

First party to have gas free for fuel and light in the dwelling on said premises by making his own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water oil and gas from said premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one Dollar, at any time, by the party of the ^{second} ~~first~~ part his, heirs, ~~executors~~, administrators, ^{executors, successors to the} ~~and assigns~~, ^{first} party of the ~~second~~ part his heirs, executors, administrators, ~~successors~~ and assigns, 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.

In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness:

R.B. Butts, Guardian (seal)

John B. Meserve (seal)

STATE OF OKLAHOMA)
COUNTY OF MUSKOGEE) S.S.

I, J.C. Culbertson in and for said County, in the State aforesaid, do hereby certify that R.B. Butts as Guardian of Nellie M. Creek personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 8th day of November A.D. 1909.

(seal)

J.C. Culbertson, Notary Public.

My com. Expires April 8, 1912.