

The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party. It is especially agreed that if a well is not commenced in 60 days on S.E. Quarter of the S.E. Quarter of Sec. 33, T. 19, R. 12 E. (said property belonging to Spire Berry) this lease is to be null and void.

The party of the second part agrees to commence one well within one year from date of this lease. from the date hereof (unavoidable accidents and delays excepted), and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the part-- of the first part for any further delay the sum of Sixty (60) Dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Tulsa, Okla. and the party of the first part hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, We, the said parties of the first part and second part, have hereunto set our hands the day and year first above written.

Louise Berry

George B. Harman

Usher Carson.

Acknowledgment.

State of Indiana)
St Jasper County (S.S.

Before me, a Notary Public in and for said County and State on this 16th day of October, 1909, personally appeared Louise Berry to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she had executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such -----on the day last above mentioned.

(seal)

B. Albus, Notary Public.

My commission expires January 15th, 1913.

Filed for record at Tulsa, Okla. Dec. 28, 1909 at 11 o'clock A.M.

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