

have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

Provided, however, that, if a well is not completed on said premises within three months from date hereof, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of One dollar per acre until a well is completed thereon, or until this lease is cancelled as hereinafter provided. All rentals to be paid quarterly.

And it is agreed that the completion of a well shall be, <sup>and operate</sup> as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to party of the first part or may be deposited to their credit at Bank of ~~Blawie~~ <sup>Blawie</sup> Blawie, Okla. And further, upon the payment of One Dollar at any time after three months by the party of the second part, their heirs successors and assigns, to the party of the first part, their heirs, successors and assigns, said lessee, 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.

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All the conditions between the parties hereto shall extend and apply to their heirs, successors and assigns.

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

Signed sealed and delivered in the presence of;

Susan S. Ward (seal)

James M. Ward (seal)

J.E. Johnson (seal)

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Original)

P.S. Johnson (seal)

State of Oklahoma )

County of Rogers ( S.S.

On the day of December 1st, A.D. 1909, before me, the subscribed a Notary Public in and for said County and State, personally appeared James M. Ward and Susan S. Ward, his wife, to me known to be the identical persons 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)

Pearl Gilchrist, Notary Public.

My commission expires Sept. 11, 1912.

Filed for record at Tulsa, Okla. Dec. 29, 1909 at 11 o'clock A.M.

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

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