

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first part a one eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of no Dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. 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. Second party also agrees to pay to first party the sum of Seventy Five (\$75.00) Dollars per annum, for each gas well brought in, of merchantable capacity.

The said party of the second part agrees to commence one well within Sixty (60) days 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 500.00 Dollars per annum as rental on the same thereafter until a well is commenced or the premises abandoned, payable at Tulsa, Okla., and the parties of the first part hereby agree 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 rendered this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to 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.

And I, John Ellis, husband of said lessor, in consideration of the foregoing promises do hereby release and relinquish unto the said party of the second part, all my right of homestead in and to the above described premises for the purposes of the foregoing lease.

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.

Ethel B. Ellis

John W. Ellis

J. W. Butlarff

J. W. Law.

#### ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, TULSA COUNTY) SS.

Before me, a Notary Public, in and for said County and State, on this 11th, day of May 1909, personally appeared Ethel B. Ellis, John Ellis, J. W. Butlarff and J. W. Law., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on the day last above mentioned.

H. W. Price,  
(SEAL) My commission expires Jan. 9th, 1913. Notary Public.  
Filed for record at Tulsa, Okla., May 13, 1909, at 5 o'clock A. M.  
H. C. Walkley, Register of Deeds (SEAL)