

property, pipes and improvements placed or erected in or upon said land by the lessee, said land being all these certain tracts of land situated in the State of Oklahoma, bounded and described as follows, to-wit:

The Northeast Quarter (NE. $\frac{1}{4}$) of Section Seven (7), Township Nineteen (19) North, Range Ten (10) East, allotment of Charlie McClain, situated in Tulsa County.

The Southeast Quarter (SE. $\frac{1}{4}$) of Section Seven (7) Township Nineteen (19) North, Range Ten (10) East, allotment of John McClain, situated in Tulsa County, and,

The Northwest Quarter (NW. $\frac{1}{4}$), of Section Twenty Two (22), Township Nineteen (19) North, Range Nine (9) East, allotment of Mack McClain, situated in Creek County.

In consideration of the premises, the said lessee covenants and agrees:

FIRST. To deliver to the credit of the lessor his heirs or assigns, free of cost into tanks or pipe line to which he may connect the wells, the equal one-eighth part or share of all the oil produced and saved from the leased premises.

SECOND: To pay the lessor One hundred (\$100.00) Dollars, each year in advance, for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at his own risk for one dwelling house on said premises, during the same time, to be used economically.

THIRD: The lessee agrees to commence drilling a well on said premises within six months from date hereof, or pay fifty cents per acre for each additional year such commencement is delayed from the time above mentioned for commencing of such well.

FOURTH: The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor, and to pay for damage done to growing crops while drilling.

FIFTH: The lessee agrees not to drill any wells within 250 feet of any building on said premises, without the written consent of the lessor.

FURTHERMORE the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of this State as they may effect said premises. And the lessor consent to the lessee selling or disposing of said lease.

FURTHERMORE, it is mutually agreed by and between the parties hereto, that the lessee shall have the right to use gas, oil and water produced on said land for its operations thereon or other lands near lease except water from the wells of lessor.

Also that the lessee, its successors or assigns shall have the right at any time, on payment of Ten (\$10.00) Dollars to the lessor, his heirs or assigns, 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. This lease may be surrendered by mailing to the lessor as above. And all money accruing to lessor under this contract may be paid by check or cash direct to lessor at Rentiesville, Oklahoma

IT IS AGREED that all the terms and conditions hereof shall extend to and apply to the Successors, executors, administrators and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of: Frank (thumb) McClain (SEAL)
his mark

Bert E. Nussbaum COLORADO OIL COMPANY (SEAL)

ATTEST: J. Garfield Buell, By J. C. Culbertson (SEAL)
Secy. & Treas. (CORPORATE SEAL COLORADO OIL COMPANY)

STATE OF OKLAHOMA,)
: SS.
McINTOSH COUNTY.)

On this 26th, day of May, A. D., 1909, before me, the subscribed, a Notary Public,