

The party of the second part shall have the right to use oil, gas or water produced on said land, free of royalty, for drilling and operation thereon, except water from wells of first party.

When requested by first party second party shall bury pipe lines, except steam lines below plough depth.

No well shall be drilled nearer than Two Hundred feet to the house or barn on said premises.

Second party shall pay for damages caused by oil to growing crops on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing

If the first well drilled on said premises produces fifty barrells of oil every twenty four hours for the first thirty consecutive days, then lessee shall pay to lessor an additional sum of Seventeen (\$17.00) Dollars per acre within sixty days from bringing in said well.

The party of the second part, his heirs, successors or assigns shall have the right at any time on the payment of One Dollar (1.00) and all payable obligations then due, to the party of the first part, 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 terminate.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns.

WITNESS the following signatures and seals:

Benjamin F. Garnes (SEAL)

Jesse I. Gillespie (SEAL)

STATE OF OKLAHOMA, TULSA COUNTY. ) SS.

Before me, V. I. Biddison, a Notary Public, in and for said County and State, on this 14th, day of May 1909, personally appeared Benjamin F. Games, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public,  
the day ~~and day~~ last above mentioned.

W. V. Biddison, Notary Public.

(SEAL) My commission expires 11/ 25/ 1911.

Filed for record at Tulsa, Okla., Jun. 3, 1909, at 10. 30 o'clock A. M.

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

[illegible]