

in paying quantities by the parties of the second part. In further consideration of which the parties of the second part shall yield up and render to the parties of the first part (One Fourth ( $\frac{1}{4}$ )) part of all the oil produced and saved upon and from the above described premises, as well as one fourth ( $\frac{1}{4}$ ) part of all the gas produced in paying quantities and sold off said premises:

Settlement for said gas so sold as aforesaid to be made monthly on the first day of each month, at which time the parties of the second part shall render to the parties of the first part a just and true account of all the gas produced and sold as aforesaid.

Provided, However and this indenture of lease is made upon this express condition that this lease shall become null and void and of no effect in law unless the parties of the second part shall commence to drill a well for oil or gas upon the above described land on or before the 1st of January 1906, and pursue to its due completion.

It is further understood and agreed upon by and between the parties hereto that in the event the well above provided for proves to be productive of oil or gas in paying quantities, that the parties of the second part shall proceed with despatch to develop the lease.

The party of the first part expressly covenants and agrees to and with the parties of the second part that it, the party of the first part, is the owner in fee of the above described land and has full, free and unrestricted right and authority to lease said land in the manner and for the use and purpose herein contained, and that the parties of the second part shall have the quiet use and enjoyment of the premises herein demised for oil and gas purposes during the full term and period of said lease.

It is further understood and agreed by and between the parties hereto that the parties of the second part shall have full right hereunder to use water, oil and gas from said lands for the purpose of the operations hereinbefore set out, free from any charge or expense.

It is further understood and agreed that one fourth ( $\frac{1}{4}$ ) part of the oil produced on said premises accruing to the party of the first part hereunder, shall be run into the pipe line to the credit of the party of the first part free of all cost and expense.

It is further understood and agreed by and between the parties hereto that the covenants agreements and stipulations herein contained and set out shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties of the first part have subscribed to the day and year first above written.

T. M. Buffington

L. W. Buffington

W. P. Phillips.

UNITED STATES OF AMERICA,  
NORTHERN JUDICIAL DISTRICT  
INDIAN TERRITORY. )

BE IT REMEMBERED, that on the 12th, day of December 1905, before me, a Notary Public in and for the Territory and District aforesaid, personally appeared T. M. Buffington, L. W. Buffington and W. P. Phillips, to me well known and stated that they had executed the above and foregoing lease, and for the uses and purposes therein mentioned and contained, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand seal, this 12th, day of December 1905.

R. V. McSpadden, Notary Public.

(SEAL) My commission expires the 21st day of Jan. 1906.

Filed for record at Tulsa, Oklahoma, Jun. 7, 1909, at 8.40 o'clock A. M.

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