

rods to place of beginning, containing 35 acres more or less.

TO HAVE AND TO HOLD unto and for the use of the lessor, for the term of seven years from the date hereof and as much longer as oil or gas is produced in paying quantities, yielding to the lessors the one tenth part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors' credit.

Should a well be found producing gas only, then the lessors shall be paid for each such gas well at the rate of One Hundred Fifty Dollars for each year, so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessee agrees to complete a well on said premises within twelve months from the date hereof, or pay the lessors thereafter the sum of Twenty Five cents per acre per annum in advance until said well is completed or this lease surrendered. And the drilling of such well productive or otherwise shall be full consideration to the lessors for the grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the term of this lease...

Lessors are to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the consent of the lessor in writing. Lessors may if any well or wells on said premises produce sufficient gas have gas for domestic purposes for one family, the lessors paying for connections at such points as may be from time to time designated by lessee.

The above rental shall be paid to the lessors in person or by check deposited in post office directed to James O. Smith and May Smith, Alsuma, Oklahoma. And it is further agreed that the lessee shall have the right to surrender this lease upon payment of One Dollars and all amounts due hereunder and thereafter shall be released and discharged from all payments, obligations, covenants and conditions herein contained, whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.

Lessee agrees that a recordation of a deed of surrender in the proper county and a deposit of all amounts then due hereunder to lessor's credit in First National Bank, Tulsa Oklahoma, shall be and be accepted as full and legal surrender of lessee's rights under this lease.

IN WITNESS WHEREOF, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

James O. Smith (SEAL)

May Smith (SEAL)

(CORPORATE SEAL)

THE MARCH OIL COMPANY (SEAL)

By Robert A. Josey, President (SEAL)

ATTEST: Esther Magnuson, Seal)

Secretary.

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

Before me, Walter J. Cole, a Notary Public, in and for said county and State, on this 8 day of May 1908, personally appeared James O. Smith and May Smith his wife, to me known to be the identical person 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. Walter J. Cole, Notary Public.

(SEAL) My commission expires Jan. 21, 1911.

Filed for record at Tulsa, Okla., May 11, 1909, at 1.30 o'clock P. M.

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