

quarterly in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3rd: To pay to the first party for gas produced from any oil well and used off the premises at the rate of twenty Five Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The parties of the second part agree to complete a well on said premises within twelve (12) months from the date hereof, or pay at the rate of \$1.00 per acre quarterly in advance, for each additional twelve (12) months such completion is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to first party in person or to the credit of the first party at the First National Bank, Owasso, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

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

When requested by the first party the second party shall bury all pipe 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 drilling, to growing crops on said land.

The party of the second part shall have the right at any time to remove all property of every kind and nature placed on or in said premises, including the right to draw and removing casing.

The parties of the second part, their successors and assigns, shall have the right at any time on payment of One Dollar, 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 determine, and this lease become absolutely null and void.

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

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESSES:

William L. Smith (SEAL)

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Guardian of Sphronia P. Smith/

STATE OF OKLAHOMA, )  
T U L S A COUNTY. ) SS.

BEFORE ME, Harriett Tinnin, a Notary Public, in and for said County and State, on this 30th, day of June 1909, personally appeared William L. Smith, 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.

WITNESS my hand and seal the day and year above written.

Harriett Tinnin, Notary Public.

(SEAL) My commission expires Nov. 24, 1912.

Filed for record at Tulsa, Okla., Jul. 8, 1909, at 8 o'clock A. M.

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