

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, their heirs, successors and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party.

IN CONSIDERATION WHEREOF, the said party of the second part agrees to deliver to the party of the first part in tanks or pipe lines the one eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay \$150.00 yearly, for the product of each gas well while the same is being sold off the premises and first party shall have the free use of gas for domestic purposes by making her own connections for such gas at the well at her own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises, and to pay all damages caused to growing crops by said operations.

PROVIDED, HOWEVER, That, if a well is not drilled on said premises within one year from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of 50 cents per acre, per annum until a well is drilled thereon, or until this lease is cancelled as hereinafter provided.

PROVIDED, HOWEVER, This lease shall be absolutely void unless the second party begin the drilling of a well on or within $\frac{1}{2}$ mile of NW. $\frac{1}{4}$, Sec. 36, T. 17 N. R. 12 E. or the NE $\frac{1}{4}$ of Sec. 6, T. 16 N. R. 13 E. in 90 days and complete same in Six Months, and unless a well is drilled and completed on NW. $\frac{1}{4}$ Sec. 36, T. 17 N. R. 12 E. or NE $\frac{1}{4}$ of Sec. 16 T. 16 N. R. 13 E. in one year from this date and unless a well is completed on the NE. $\frac{1}{4}$ of Sec. 6, T. 16 N. R. 13 E. in less than Two years.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to the party of the first part or may be deposited to her credit at Commercial Bank of Checotah, Okla. And further, upon the payment of One Dollar at any time after this date, by the party of the second part, its heirs, successors and assigns, to the party of the first part, her heirs, successors and assigns, said lessee shall have the right to surrender this lease for cancellation after which all payment and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

It is understood that a well as expressed herein shall be 2000 feet deep unless oil or gas is found in paying quantities at less depth.


All the conditions between the parties hereto, shall extend and apply to their heirs, successors and assigns.

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

Signed, Sealed and Delivered

Ruth Murray

(SEAL)

in the Presence of: 

STATE OF OKLAHOMA,)

COUNTY OF MCINTOSH.)

BEFORE ME, a Notary Public, in and for said County and State, on this the 18th, day of May 1909, personally appeared Ruth Murray, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.