

well on the said SW. Quarter of said Section 36-17-12, within Ninety days from and after said 14th, day of May 1909, and prosecute said drilling continuously until a well is completed to a depth of Two Thousand Two Hundred and Fifty feet ( if oil is not found in paying quantities at a less depth ), and Whereas, the honest and faithful compliance with said lease between the said second party and the said Mid T. Self, as to the drilling of said well on said SW. 1/4 of said Section 36-17-12 is part of the consideration for the making of this lease.

NOW, THEREFORE, if the said second party shall not in good faith commence to drill a well on said SW. 1/4 of Section 36-17-12 within ninety days from said 14th, day of May 1909 and shall not honestly and continuously prosecute said drilling until said well is drilled to a depth of 2250 feet, provided oil and gas in paying quantities is not found at a less depth. and shall not actually produce oil or gas therefrom in commercial quantities, then this lease and agreement shall be null and void; unless the second party shall within sixty days after said well on the SW. 1/4 of Section 36-17-12 has been drilled to a depth of 2250 feet, commences the drilling of another well within one and one fourth (1 1/4) miles of the premises herein leased, and shall prosecute said drilling continuously to its completion. \*

IT is expressly agreed and understood that this lease nor any interest therein shall not be assigned without the consent of the party of the first part.

Second party further agrees to protect the lines of this property by offsetting all wells, as is the custom of all men operating in the Glenn Field, and in the event oil or gas is found on the premises, to develop the premises as rapidly as a market can be had for the product.

All the conditions between the parties shall extend to and apply to their heirs, executors, administrators and assigns.

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

W. S. Moore  
Party of the First Part.

STATE OF OKLAHOMA, )  
: SS.  
C R E E K COUNTY. )

BEFORE ME, D. J. Red, a Notary Public, within and for the aforesaid County and State on this the 17th, day of May 1909, personally appeared W. S. Moore, 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.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, at office in Mounds, Oklahoma, this the 27th, day of May 1909.

D. J. Red, Notary Public.

(SEAL) My commission expires June 13/1910.

Filed for record at Tulsa, Okla., Jun . 29, 1909, at 9 o'clock A. M.

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

-----