

use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The said party of the second part agrees to commence to drill one well within four months from the date hereof, and complete the same within a reasonable time, and in case of failure to commence one well within the said four months, said lease shall become null and void and of no force and effect, and the party of the second part agrees to surrender said lease.

The party of the second part further agrees that, upon completion of the first well upon the terms herein agreed upon, namely, four months as stated, to commence to drill a second well within ten months from the date hereof, and to complete the same within two months from the date of commencement of drilling, but in the event of the failure of the party of the second part to commence to drill a second well within ten months, the party of the first part agrees to extend the time of the commencement of the drilling of the second well for a period of Two Months on condition that the party of the second part pays \$5.00 per month for non-development, and should the party of the second part fail to commence to drill a second well within ten months from date of lease then this lease becomes null and void and of no force and effect.

The party of the second part further agrees that in the event of oil being found in paying quantities that he shall continue to drill wells so long as he finds a ready market for the oil at an interval between each well of not more than six months until the full compliment is reached at the rate of one well for each and every ten acres in the lease.

The party of the second part further agrees to drill wells wherever necessary to offset wells drilled on lands in close proximity to the line of the land embraced in this lease.

And the said party of the second part covenants and agrees to pay to the party of the first part the additional sum of \$640.00, being at the rate of \$8.00 per acre, whenever during the life and existence of this lease, the party of the second part shall drill a well, which shall produce fifty barrels or a greater quantity of oil per day.

IT IS AGREED, that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS

as to RUBY M. RICE (SEAL)

Belle Ruth

John Leaf.

A C K N O W L E D G E M E N T.

UNITED STATES OF AMERICA,)

: SS.

EASTERN DISTRICT OF OKLAHOMA.)

BEFORE ME, the Clerk of the United States Circuit Court, for the Eastern District of Oklahoma, on the 6th, day of March 1909, personally appeared Ruby M. Rice, 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.

WITNESS my hand and official seal, the day and year above written.
(COURT SEAL)

I. G. Disney, Clerk.

By J. M. Riley, Deputy.

Filed for record at Tulsa, Okla. Sep. 3, 1909, at 5 o'clock P. M.

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