

tain telephone and telegraph lines, and right of way over same for any purpose, and right of ingress, egress, and regress, for such purposes, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said tract of land by said lessee, and the right of subdividing and releasing all or any part of that tract of land situated in the County of Tulsa, and State of Oklahoma bounded and described as follows, to-wit:

On north by lands of----- N2 of SW4 of SE4 of Sec 18 and NW4 of NW4 of NE4 and NE4 of NE4 of NW4 of 19 Twp 21 N. Rg. 13 E.

On South by lands of----- On West by lands of----- containing Forty (40) acres, more or less, acres, more or less.

TO HAVE AND TO HOLD unto and for the use of lessee for the term of Five years from the date hereof, and as much longer as gas and oil is produced in paying quantities, yielding to the lessor an amount of money equal to one eighth of all the oil sold from the premises.

Should a well be found producing gas only, then the lessor 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 drill a well on said premises within Ninety days, from the date hereof, or pay the lessor two dollars an acre per annum, payable Quarterly 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 lessor for grant hereby made to lessee, with exclusive right to drill one or more additional wells on the premises during the existence of this lease.

Lessor is to fully use and enjoy the 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 said premises without the consent of the lessor in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have gas free for domestic purposes for one family, the lessor paying for connections at such points as may be from time to time designated by lessee.

The above rental shall be paid to the lessor in person or by check deposited in Union Trust Company Bank Tulsa Oklahoma.

Lessor 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 Union Trust Company Bank Tulsa, Okla., Bank, and shall be accepted as full and legal surrender of lessor'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. All off set wells necessary to protect the property shall be drilled by party of second part.

It is further agreed by lessor and lessee that the lessee, E. Goodman, shall have the right to use all the timber that he needs, that may be found on said land, Such timber to be used in the development and operation of said lease.

William H. Alexander (SEAL)

Florence M. Dilley (SEAL)

Guardian

STATE OF OKLAHOMA, COUNTY OF TULSA, SS.

BE IT REMEMBERED, That on this 20th, day of September A. D. 1909, before me a Notary Public, in and for said county, personally came the above named Florence M. Dilley