

on the premises, and the sum of Two Hundred and no/100 (\$200.00) Dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling for and the right of way to and from the place of drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party.

The said party of the second part agrees to commence drilling one well with 12 months from the date hereof (unavoidable accidents and delays excepted) and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of Eighty Dollars, payable quarterly, per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Tulsa, Okla., and the party of the first part hereby agree to accept such sum as a full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns.

And I, ----- wife of said lessor, in consideration of the foregoing promises, do hereby release and relinquish unto the said party of the second part, all my right of dower and homestead in and to the above described premises for the purposes of the foregoing lease.

IN WITNESS WHEREOF, we, the said parties of the first part and second part, have hereunto set our hands, the day and year first above written.

Cyrus S. Avery

(CORPORATE SEAL)

BIG 5 OIL & GAS CO.

By Cyrus S. Avery, Sec.

#### ACKNOWLEDGEMENT.

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

BEFORE ME, A. B. Davis, in and for said County and State, on this 15th, day of September 1909, personally appeared Cyrus S. Avery, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he had executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

A. B. Davis, Notary Public.

(SEAL) My commission expires November 26, 1911.

Filed for record at Tulsa, Okla., Sep. 25, 1909, at 2 o'clock P. M.

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