

is used off the premises

4th. First party shall be entitled to enough Gas free of cost for domestic use in the residence on said premises as long as second party shall use Gas off said premises under this contract, but shall lay and maintain the service pipes at his own expense and use said gas at his own risk. The said party of the second part further to have the privilege of excavating for water and of using sufficient water, gas and Oil from the premises herein leased to run the necessary engines for the prosecution of said business.

5th. Second party shall bury, when requested so to do by first party, all the Gas lines to conduct gas off said premises and pay all damages to timber and crops by reason of the burying, repairing or removal of lines of pipe over the said premises.

6th. No well shall be drilled nearer than 200 . Two Hundred feet to any building on said premises.

7th Second party may at any time pay all rentals and royalties then due, remove all his property and reconvey the premises hereby granted, and thereupon this instrument shall be null and void and further payments cease.

8th. A deposit to the credit of lessor, his heirs or assigns, in Skiatook Bank at the amount of any of the money payments herein provided for, shall be a payment under the terms of this lease.

9th. If no well shall be drilled upon said premises within 10 years from this date, second party agrees to re-convey, and thereupon this instrument shall be null and void

10th. So long as oil or gas is found in paying quantities on these premises the privilege of operating therefor shall continue.

11th. It is hereby agreed that if the party of the second part fails to comply with this instrument or any part of it, then and in that event, this lease shall become null and void and of no effect and second party shall re-convey the premises leased.

IN WITNESS WHEREOF, the parties shall have hereunto set their hands and seal this 19 day of November A. D. 1909

Signed sealed and delivered in the presence of

Wm. J. Brady.

State of Okla., County of Tulsa, ss.

On this 19 day of Nov. A.D. 1909 before me personally appeared Wm. J. Brady to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Wm. J. Brady further declared himself to be single and unmarried

In Testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in Skiatook the day and year first above written.

My Commission as Notary Public expires on the 4 day of June 1913

(SEAL) F. F. Cochran, Notary Public.

Filed for record Nov, 24, 1909 at 3:40 o'clock P. M.

W. C. Valkley, Register of Deeds, (SEAL)