

It is agreed that this lease shall remain in force for a term of Five years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, his heirs, successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

1. To deliver to the credit of the first party his heirs or assigns, free of cost in the pipe line to which lessee may connect oil wells, the equal one eighth part of all oil produced and saved from the leased premises.

2. To pay the first party One Hundred Fifty (\$150) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises; and the first party to have gas free of cost to heat and light one dwelling house on the premises during the same time.

The above rental shall be paid to the credit of the first party at the First National Bank, Claremore, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said lands, free of royalty, for drilling and operation thereon, except water from wells of the first party.

When requested by the first party the second party shall bury pipe lines except steam lines below plough depth.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part, his heirs, successors or assigns, shall have the right at any time on the payment of One Dollar and all payable obligations then due to the party of the first part, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and determine.

The party of the second part agrees to commence drilling operations on the above described land, or the twenty acres (20) belonging to the party of the first part immediately East and adjoining said above described land, within six months from the date hereof, if requested by said first party, or pay at the rate of \$20 for each six months such commencement is delayed from the time above mentioned.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns.

Witness the following signatures and seals:

WITNESSES:

J. M. Boling (SEAL)

F. A. Gillespie (SEAL)

STATE OF OKLAHOMA, )  
 ) SS.  
TULSA COUNTY. )

BEFORE ME, a Notary Public, in and for said County and State, on this 11th, day of October, 1909, personally appeared J. M. Boling and to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.