

of the party of the first part in The First National Bank, of Tulsa, Oklahoma, or to be paid direct to said first party; and a failure to commence such operations, or to pay said rental, shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises, the second party agree to deliver to first party, in the pipe line with which he may connect the well or wells, the one eighth (1/8) part of all the oil produced or saved from said premises.

3. The party of the second part agrees to pay in yearly payments at the end of each year One Hundred Fifty and no/100 Dollars, on each gas-producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to the first party or deposited to his credit in the Bank aforesaid.

4. The Party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations.

5. The party of the second part shall have the right to ^{use} ~~use~~ casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party on other farms.

5. The second party shall pay all damages to growing crops caused by the aforesaid operations.

7. No well shall be drilled nearer than _____ feet to the buildings on said premises.

2. The second party may, at any time, remove all his property and re-convey the party of the first part, or his assigns, the premises hereby granted, and there-upon this instrument shall become null and void.

9. The second party shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shakle lines connecting with like lines to and from adjoining lands controlled by the second party.

IT IS UNDERSTOOD between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

D. Vensel (Seal)

O. R. Howard (Seal)

Mae Vensel (Seal)

ACKNOWLEDGMENT.

State of Oklahoma, Tulsa County, SS.

Before me, Notary Public in and for said County and State, on this 26th day of January, 1910, personally appeared D. Vensel and May Vensel, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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.

1881
Randolph Shirk, Notary Public.

Randolph Shirk, Notary Public.