

It is agreed that this lease remain in force for the term of five years from this date, and as long thereafter as oil and gas on either of them can be produced therefrom by the party of the second part his heirs, executors, administrators or assigns.

In consideration of the premises, the said party of the second part, covenant 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 he may connect wells, the equal one-eighth part of all oil produced and saved from the leased premises; and 2.--To pay One Hundred fifty (\$150.00) per year for the gas from each and every well drilled on said premises that produces gas only, the product from which is marketed and used off the premises, said payment to be made on each well within sixty (60) days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter, while the gas from said well is used. First party may have the privilege of using gas for one dwelling house by making his own connections to a well on this lease as long as second party may utilize the gas therefrom, care being taken not to waste.

Second party covenant and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within one year from the date hereof, or pay at the rate of forty (\$40.00) for each additional 12 months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in Citizens State Bank, Wagoner, Ok.

It is agreed that the second party is to have the privilege of using sufficient water and gas from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one dollar, at any time, by the party of the second part his heirs, successors or assigns, to the part-- of the first part his heirs, successors or assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

Witness the following signatures and seals.

Witness:

Henry Kidd (seal)
Guardian of Henry Mayberry, a minor.

Approved Jan. 8th, 1910.

W.T. Drake, County Judge,
Wagoner, Co., Okla.

Acknowledgment.

State of Oklahoma)

Wagoner County (s.s.

Before me W.T. Drake, County Judge in and for said county and state on this 8th day of January 1910 personally appeared Henry Kidd, Grdn. of Henry Mayberry, minor, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.