

homa bounded and described as follows, to-wit:

The south half (1/2) of the northeast quarter (1/4) of section five (5) and lots one (1) and two (2) of section five (5) and lots three (3) and four (4) of section four (4) all in township Number Nineteen (19) Range Number Eleven (11) being the allotment of "Richard Mayberry Section- - - - - Township- - - - - Range- - - - - of the Indian Meridian containing one hundred and sixty acres more or less.

In consideration of the promises the said lessee covenant and agree.

First--To deliver to the credit of the lessor or lessors, their heirs or assigns, free of cost, into tanks, or pipe line to which it may connect the wells, the equal one eighth part or share of all the oil produced and saved from the leased premises.

Second. To pay the lessor one hundred & fifty 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 lessor to have gas free of cost at his own risk for one dwelling house on said premises during the same time, to be used economically.

Third. The lessee agree-- to complete drilling a well on said premises within two years from date hereof, or pay fifty cents per acre ----- dollars-----for each additional year such commencement of drilling is delayed from the time above mentioned for commencing drilling of such well until a well is commenced- - - - -

Fourth. The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth, when requested to do so by lessor, and to pay for damages done growing crops while drilling.

Fifth. The lessee agree not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

Furthermore, the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee-- selling or disposing of said lease.

Furthermore, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for their operations thereon or other lands near lease except water from wells of lessor.

Also that the lessee-----his heirs, or assigns shall have the right at any time, on payment of one dollar to the lessor his heirs or assigns, 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. This lease may be surrendered by mailing to the lessor as above And all money accruing to lessor under this contract may be paid by check or cash, direct to any one of the lessor or mailed to- - - - - or payment may be made through Citizens State Bank of Wagoner, Okla.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

In Witness Whereof, the parties have hereunto set their hands and seals this the day and year first above written.

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