

found on said premises in paying quantities, second party agrees to pay 150.00 yearly, in advance for the products of each gas well, while the same is being sold off the premises, and first parties shall have free use of gas for domestic purposes by making their own connections for such gas at the well at their own risk and expense.

Second party agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not completed on said premises within one year from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of forty dollars until a well is completed thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to parties of the first part or may be deposited to their credit at Arkansas Valley Bank, at Broken Arrow, And further, upon the payment of One Dollar at any time after one year by the party of the second part, their heirs and assigns to the part-- of the first part their heirs and assigns, said lessee 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.

All the conditions between the parties hereto shall extend and apply to their heirs, executors, administrators and assigns.

In witness whereof, the said parties have hereunto set their hands and seals the day and year above written.

J.R. Foutz (Seal)

Lucinda Foutz (seal)

Signed, sealed and delivered in the presence of

Acknowledgment.

United States of America, Oklahoma, Tulsa County SS.

Be it remembered that on this 27 day of October 1910 came before me, a Notary Public within and for the above named district and Territory duly commissioned and acting as such Jacob R. Foutz and Lucinda Foutz, his wife, to me personally well known to be the parties whose name appear upon and signed to the foregoing lease as the parties grantor, and stated to me that they had signed and executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify.

And I further certify that on the same day also voluntarily appeared before me-----to me personally known to be the----of said-----and in the absence of----said husband, declared ---had of----own free will executed the above lease and signed and sealed the same for the purpose and consideration therein contained and set forth as---free and voluntary act-- and deed-- without compulsion or undue influence on the part of-----said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at Tulsa, Okla. this 27 day of October, 1910.  
(seal) Jas P. Foutz, Notary Public.