

part in tanks or pipe lines the one eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay \$150.00 yearly, for the products of each gas well, while the same is being sold off the premises and first party shall have free use of gas for domestic purposes by making his own connections for such gas at the well at his own risk and expense.

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

Provided however, that, if a well is not drilled on said premises within Six Months 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 drilling of a well shall pay a rental of Three Hundred and Twenty dollars until a well is drilled thereon, or until this lease is cancelled as hereinafter provided.

The party of the second part hereby agrees to offset any and all producing wells drilled on the adjoining premises.

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 party of the first part or may be deposited to his credit at Commercial Bank of Checotah, And further, upon the payment of One dollar at any time after one year by the party of the second part, his heirs successors and assigns, to the party of the first part, his heirs, successors 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, successors and assigns.

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

Claude A. Niles (seal)
Guardian of William Murray (seal)
a minor.

Signed, sealed and delivered in the presence of. L.E. Yaggi, (seal)
R.C. McIntosh.

State of Oklahoma, County of McIntosh, SS.

On the day of 7th November A.D. 1910, before me, the subscribed a Notary Public in and for said county and state, personally appeared L.E. Yaggi, to me known to be the identical person named in, and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed including the release and waiver of rights under the homestead exemption laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

Witness my hand and official seal on the date above written.

(seal)

R.C. McIntosh, Notary Public.

My commission expires October 5th, 1914.

State of Oklahoma, County of McIntosh, SS.

On the 9th day of November A.D. 1910, before me, the subscriber a Notary Public in and for said county and state, personally appeared Claude A. Niles, as the Guardian of William Murray, a minor, to me known to be the identical person named in who