

well, where the same cannot be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee desires to retain gas-producing privileges it shall pay a royalty of fifty dollars per annum on each gas producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas, payments thereafter for such wells to be made in advance at the first of each succeeding year dating from the first payment.

The party of the second part agrees to locate wells so as not to interfere any more than is reasonably necessary with the houses on the premises..

The party of the second part further agrees that in case no well is drilled for oil or gas within 6 months from the date hereof, all rights and obligations secured under this grant and demise shall cease upon notice in writing being served by the party of the first part unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of \$1.00 per acre for all of said land or such portion thereof as the part-- of the second part may designate until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. All payments of said rentals to be made at the Central National Bank in Tulsa, Okla. to the credit of the party of the first part.

The party of the second part shall have the right to remove any and all fixtures placed upon said premises.

The party of the second part shall have the right to discharge any incumbrance upon said premises and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred.

All rights and obligations under this grant and demise shall extend to and be binding upon the heirs, executors, or administrators, successors and assigns of the parties hereto.

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

P.H. O'Farrell (seal)  
Catherine O'Farrell (seal)  
The Deep Hole Oil Co. (seal)  
By F.A. Baker, Prest.

Witnesses to signature:  
C.B. Lynch.

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA, TULSA COUNTY SS.

Before me, a Notary Public in and for said County and State on this 20 day of December, 1910, personally appeared P.H. O'Farrell and Catherine O'Farrell, 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.  
(seal)

Claude F. Tingley, Notary Public.

My commission expires Sept. 12, 1914.

Filed for record at Tulsa, Okla. Dec. 24, 1910 at 2:30 P.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

#### RENTAL CONTRACT.

THIS AGREEMENT, Made and entered into this 23rd day of December, 1910