

THIRD--The lessee agrees to commence drilling a well on said premises within one year from date hereof, or pay sixty dollars (\$60.00) for each additional year such commencement is delayed from the time above mentioned for the commencing of such well until a well is commenced. It is further 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.

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

FIFTH--The lessee agrees not to drill any wells within 200 feet of any buildings on said premises without the written consent of the lessors.

FURTHERMORE, the lessors hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may affect said premises.

Also that the lessee, his heirs or assigns, shall have the right at any time, on payment of One Dollar to the lessors their 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. And all money accruing to lessors under this contract may be paid by check of cash direct to any one of the lessors or mailed to L. R. Kershaw or payment may be made through Muskogee National Bank Muskogee, Oklahoma

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 day and year first above written.

L. R. Kershaw (Seal)

Signed, sealed and delivered ) Trallia M. Kershaw (Seal)  
in presence of: ) A. C. Trumbo. (Seal)  
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STATE OF OKLAHOMA )  
County of Muskogee ) SS.

On the 4th day of January A. D. , 1910, before me, the subscriber, a Notary Public in and for said County and State, personally appeared L. R. Kershaw and Trallia M. Kershaw, his wife to me known to be the identical persons named in, and who executed the foregoing instrument, and acknowledged to me that they executed the same as their 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.

S. O. Schofield, Notary Public.

(Seal)

My commission expires June 11, 1913.

Filed for record at Tulsa, Okla. Feb. 28, 1910 at 8 o'clock A. M.

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

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