

and structures thereon to take care of said products, all that certain tract of land situate in the Township of-----County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state; bounded substantially as follows:

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section Twelve (12) township eighteen (18) north, range thirteen (13) east Containing 40 acres more or less and being same land conveyed to the first party by allotment by deed bearing date -----1---reserving however therefrom 100 feet ~~4~~ around the buildings on which no wells shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of Two & one-half years from date and as long thereafter as oil or gas, or either of them, is produced from said land by the party of the second part, his heirs, administrators, executors, successors, or assigns.

In consideration of the premises, the said party of the second part covenants and agrees: 1st--To deliver to the credit of the party of the first part, their heirs, administrators, executors and assigns, free of cost in the pipe line to which party of the second part may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises: and 2nd--To pay thirty seven & 50/100 dollars each three months in advance for the gas from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said wells is so marketed and ~~used~~ ^{used} ~~second~~ party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within Twelve Months from the date hereof, or pay at the rate of Five & no, 100 Dollars, quarterly, in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full ~~and~~ liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made to the lessor or deposited to their credit in The First Bank of Haskell, at Haskell Okla.

First party to have gas free for fuel and light in the dwelling on said premises by making their own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil and gas from said premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of One Dollar at any time, by the party of the second part, his heirs, executors, successors, and assigns, to the party of the first part, their heirs, executors, administrators and assigns, said party of the second part, his heirs, administrators executors, successors, and assigns, 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.

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

Mary Davis, (Seal)

Witness

E. R. Weighen.