

drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said lands in operating same, and right of way over same for any purpose, and the right of ingress, egress, and regress, for such purposes, and of removing, either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessee, and the right of sub-dividing and releasing all or any part of all that tract of land, situated in the County of Tulsa and State of Oklahoma, bounded and described as follow, to-wit:

On the north by lands of The West one half of the north West Quarter of Section Twenty Seven on the east by lands of Township nineteen North, Range Eleven East., containing Eighty acres more or less.

To Have and to Hold unto and for the use of lessee for the term of Five years from <sup>in paying quantities, yielding to the lessor one eighth of all the oil produced</sup> the date hereof and as much longer as gas and oil is produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors credit.

Should a well be found producing gas only, then the lessor shall be paid for <sup>each</sup> such gas well at the rate of Two Hundred and fifty dollars for each year so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessees agree to complete a well on said premises within Five years from the date hereof, or to pay the lessor \$100 an acre per annum, payable annually from the 21st day of March 1910 until said well is completed or this lease surrendered. And the drilling of such well, productive or otherwise, shall be full consideration to lessor for grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the existence of this lease.

Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for the purposes aforesaid, Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on said premises without the consent of the lessor in writing. Lessor may if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessor paying for connections at such points as may be from time to time designated by lessee.

The above rental shall be paid to lessor in person or by check deposited in Bank of Commerce Tulsa, Okla. *Bank.*

And it is further agreed, that lessee shall have the right to surrender this lease upon payment of One Dollars, and all amounts due hereunder, and thereafter shall be released and discharged from all payments, obligations, covenants and conditions herein contained, whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives <sup>and assigns</sup> and Lessor agrees that the recordation of a deed of surrender in the proper county and a deposit of all amounts then due hereunder to lessor's credit in Bank of Commerce, Tulsa, Okla. Bank, and shall be and be accepted as full and legal surrender of lessee's rights under this lease.

In Witness Whereof, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

Witnesses.  
M. W. Evans  
J. J. Evans.

*lms*  
A. R. X Evans, (Seal)  
*mark*  
P. A. Evans (Seal)