

and described as follows, to-wit:

Lot numbered Five (5) Section 9 Township 19 N. Range 11 Acres ~~3.22~~ containing 3.22 acres more or less.

The party of the first part grants the further privilege to the party of the second part, their heirs, successors and assigns, of using sufficient water and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said second party.

To have and to Hold the same unto the said party, of the second part, their heirs, successors and assigns for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part intanks or pipe-lines the one-eighthth (1/8) 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 commenced on said premises within one year 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 commencement of a well, shall pay a rental of One Dollar (\$1.00) per acre until a well is commenced thereon, or until this lease is cancelled as hereinafter provided.

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 Bank of Commerce, Tulsa Okla. 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.

Signed sealed and delivered in the presence of) Frank Futrell, (Seal
Guardian of Jimmie Futrell.

Henry D. Viser

Frank S. Foster.