

lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipe and powers over and across said premises, and to use water, gas and oil to drill and operate wells on this and adjacent leases; also the right to remove at any time any property placed thereon by Lessee, which tract of land is situated in the County of Tulsa and State of Oklahoma, and described as follows, to-wit: The

Lot Four (4) of Section No. 5, Township No. 20, Range No. 14, E. I. M. containing 39.94 acres, more or less.

TO HAVE AND TO HOLD the same unto the Lessee, their heirs, successors and assigns, for the term of years, expiring at majority of said minor from the date hereof, yielding and paying to the Lessor the one-eighth (1/8) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the Lessor credit, and should any well produce gas in sufficient quantities to justify marketing, the Lessor shall be paid at the rate of \$150.00 Dollars (\$150.00) per year for such well so long as gas therefrom is sold, and Lessor is to have gas for domestic use in one dwelling house on the premises free of cost during the same time, he making his own connections.

It is agreed that in case no well is completed on above described premises within one year from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for further delay a rental of Forty Dollars (\$40.00) per year, payable annually in advance until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises, this lease shall continue until the expiration of the full term of the same.

All payments may be made in hand or by deposit to Lessor credit in First National Bank of Owasso, Okla., or be deposited by registered letter in the P. O. to his address at Owasso Okla. by check to his order.

On notice second parties are to bury below plough depth, oil pipe lines when run across land in cultivation.

Second party not to drill closer to any dwelling house than 200 feet.

The Lessee, their heirs, successors or assigns, shall have the right at any time on the payment of One (\$1.00) Dollar to Lessor, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

All covenants and agreements between the parties hereto shall extend to their heirs, executors, administrators, and assigns.

In Witness Whereof, The said parties have hereunto set their hands and seals the day and year above written.

Thomas J. Jones, (Seal)  
As Guardian of Frank Jones, a minor. (Seal)

Thomas White. (Seal)

Witness:

J. K. Ronne. (Seal)

STATE OF OKLAHOMA )  
TULSA COUNTY. ) SS.

Before me, a Notary Public in and for the said County and State, on this 28th day of February, 1910, personally appeared Thomas J. Jones as guardian of Frank Jones, minor to me known to be the identical person who executed the within and foregoing instrument, and duly