

administrators, executors and assigns, free of cost in the pipe line to which party of the second part may connect his wells, the equal 12 1/2 percent part of all oil produced and saved from the leased premises; and 2nd--to pay 37.50 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.

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 three months from the date hereof, or pay at the rate of thirty (\$30.00) 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 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 his credit in American National Bank of Sapulpa, Okla.

first party to have gas free for fuel and light in the dwelling on said premises by making his 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 five dollars, at any time, by the party of the second part, his heirs, executors, successors, and assigns, to the party of the first part, his 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.

witness:

E. R. Perry,

Levi Smith,

F. B. Parriott as to M. L.

Behedum.

J. W. Russell, (seal)
Guardian of Leva Russell, a
minor.

M. L. Benedum (seal)

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS

Be it remembered, that on this 30th day of December in the year of our Lord one thousand nine hundred and nine before me, a notary public, in and for said county and state, personally appeared J. W. Russell, guardian of Leva Russell, a minor to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal) In witness whereof I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Edla Smith, notary public.

My commission expires 2/10-1913.

filed for record Jan. 14, 1910 at 11:30 o'clock A. M.

H. C. Walkley, register of deeds. (seal)