

quantities, second party agrees to pay One hundred dollars yearly in advance for the product of each gas well, while the same is being used off the premises, and first parties shall have free use of gas for domestic purposes by making their own connections for such gas at the well at their own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not commenced on said premises within twelve months from the 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 commencing of a well, shall pay a rental of one hundred twenty five dollars 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 parties of the first part or may be deposited to their credit at Kiefer State Bank at Kiefer, Okla, And further, upon the payment of One dollar at any time after 1 year by the party of the second part its heirs and assigns to the parties of the first part the ir heirs 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, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties have herunto set their hands and seals the day and year above written.

Signed sealed and delivered in
presence of

Stanford Berryhill
T. E. Farr.

Della I. Fesler Nee Berryhill (seal)

C. K. Fesler (seal)

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA)
STATE OF OKLAHOMA (SS
CREEK COUNTY)

BE IT REMEMBERED, That on this 10th day of May 1910, came before me a Notary Public within and for the above named county and state duly commissioned and acting as such C. K. Fesler to me personally well known to be the party whose name appears upon and signed to the foregoing lease as the party grantor and stated to me that he had so signed and executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify.

And I further certify that on the same day also voluntarily appeared before me Della I. Fesler, nee Berryhill, to me personally well known to be the wife of the said C. K. Fesler, and in the absence of her said husband she declared she had of her own free will executed the above lease and signed and sealed the relinquishment of dower therein expressed for the purpose and consideration therein mentioned and set forth as her free and voluntary act and deed without compulsion or undue influence on the part of her said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at Kiefer, Okla. this 10th day of May 1910.