

exceed the minority of said ward, however, all that certain tract of land situate in the county of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

The Southeast quarter of section eight (8) township eighteen (18) North range thirteen (13) east, containing one hundred and sixty (160) acres more or less; excepting and reserving therefrom one hundred and fifty (150) feet around the buildings on said premises upon which there shall be no wells drilled, the boundaries of which shall be designated and fixed by the party of the first part.

The said second party hereby agrees in consideration of the said lease of the above described premises to deliver free of cost to the credit of the party of the first part in pipe lines to which it may connect its wells in the equal one-eighth (1/8) part of all the oil produced and saved from said premises except that used for operating purposes on said premises, and the sum of one hundred and fifty (\$150.00) dollars per annum in advance for the gas from each and every gas well drilled on said premises while the gas is marketed and used off the premises.

The said second party agrees not to necessarily disturb growing crops thereon or the fences.

The party of the second part further agrees that in case no well is drilled for oil and gas within one year from the date hereof, all rights and obligations secured under this grant shall cease unless the party of the second part shall elect from year to year to continue this lease in force by paying in advance an annual rental of One (\$1.00) Dollar per acre for all of said land until a well is drilled, provided that upon the completion of said well the above provided rental shall cease and this lease shall be in force for the term herein stated without further payment.

The party of the second part shall have the right to use Oil and gas and water produced on this land free of royalty for drilling and operating thereon, except from the wells of the party of the first part.

Second party hereby agrees to pay all damages caused by his negligence to growing crops on said land. Second party shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove all casing.

Second party, his heirs and assigns shall have the right at any time upon the payment of One (\$1.00) Dollar and all payable obligations then due the party of the first part from the party of the second part, to surrender this lease for cancellation. All covenants and agreements herein set forth shall extend to the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witness the execution hereof this the 1st day of April, 1910.

Merritt Eslick, Guardian of Frank Thomas, a minor, party of the first part.

State of Oklahoma)
Muskogee County (s.s.

S.C. Lawson, Party of the second part.

Before me, a notary Public in and for said county and State on this 1st day of April, 1910, personally appeared Merritt Eslick, guardian of Frank Thomas, a minor, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses therein set forth.

Witness my hand and seal the day and year first above written.

(seal)

Gertrude Buchanan, Notary Public.