

paying quantities, yielding to the lessor one eighth of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to lessor's credit.

Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One hundred fifty Dollars for each year, so long as the gas is sold therefrom, payable quarterly in advance.

In case no well is completed on the premises hereby leased, within one year from the date hereof then this grant shall become null and void unless the party of the second part shall pay to the party of the first part one Dollars per acre annually payable semi-annually in advance until a well is completed. And the drilling of such well productive or otherwise, shall be full consideration to lessor for grant hereby made to lessee, with the exclusive right to drill one or more additional wells on the premises during the existence of this lease.

Lessor is to fully use and enjoy said premises for the purposes of tillage, except such parts as may be used by lessee for the purpose aforesaid. Lessee is not to put down any well on lands hereby leased within twenty rods of the buildings now on said premises without the consent of the lessor, and is to pay all damages to growing crops caused by his operations. Lessor may if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessor paying for connections at such points as may be designated from time to time by lessee.

The above rental can be paid to lessor in person, or by check deposited in Bank of Commerce bank of Tulsa, Oklahoma

And it is further agreed that the lessee shall have the right at any time to surrender this lease, upon payment of One Dollar, and thereafter shall be released and discharged from all payments obligations, covenants and conditions herein contained, whereupon this lease shall be null and void; and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors personal representatives and assigns. Lessor agrees that a recordation of a deed of surrender in the proper county shall be accepted as full and legal surrender of lessee's rights under this lease.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

J. J. Harbour (Seal)

Witness:

F. J. Harbout (Seal)

F. F. Cochran.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me Chas. T. Reuter, in and for said County and State, on this 20th day of April 1910, personally appeared F. J. Harbour, wife of J. J. Harbour to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Seal)

Chas. T. Reuter, Notary

Public.

My commission expires Dec. 10th, 1911.