

and light one dwelling house on said premises during the same time.

3rd. To pay to the first party for gas produced from any well and used off the premises at the rate of twenty dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The parties of the second part agree to commence a well on said premises within two years from the date hereof, or pay at the rate of ten dollars in advance for each additional 24 months such commencing is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to first party in person or to the credit of the first party at the Eufaula Nat Bank of Eufaula, Okla Bank. and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land for operation thereon, except water from wells of first party.

When requested by first party the second party shall bury his pipe lines below plough depth/

No well shall be drilled nearer than two hundred feet to the house or barn on said premises/ Second party shall pay for damages caused by drilling to growing crops on said lands. The party of the second part shall have the right at any time to remove all property of every kind and nature placed on or in said premises including the right to draw and remove casing.

The party of the second part his successors or assigns shall have the right at any time on payment of one dollar to the party of the first part his heirs or assigns, 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 covenants and agreements here in set forth between the parties hereto shall extend to their successors, ex ecutors, administrators and assigns .
Witness the following signatures and seals.

Wilton Pemberton.

Witness/
J.H. Layman/
Hazen Green.

STATE OF OKLAHOMA, McINTOSH COUNTY/ SS

Before me a notary public in and for said county and state on this 25th day of April 1910 personally appeared Wilton Pemberton and 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 and purposes therein set forth .

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

(SEAL)

W. T. Fears, Notary Public.

My commission expires Mch. 2, 1911

Filed for record Apr 26- 1910 at 8 o'clock A.M.

H. C. Walkley, Register of Deeds, (SEAL)