

^{land} by lessee and all the property and improvements may be removed at any time, by the lessee, before or after the return, forfeiture or expiration of this lease; which tract of land is situated in Tulsa County, Oklahoma, described as follows: The North West Quarter of the South west quarter ($\frac{1}{4}$) and the South west quarter of the North East quarter ($\frac{1}{4}$) all of section twenty nine (29) Township Seventeen (17) North Range Thirteen East of the Indian Meridian, and containing Eighty (80) acres more or less, but no well shall be drilled within one hundred \$ 100 feet of the present buildings unless both parties consent thereto. To have and to hold the same unto and for the use of the lessee, for the term of ten years from the date hereof, and as much longer as oil or gas is found in paying quantities, thereon paying to the lessor one eighth of all the oil produced and saved from the premises, delivered into tank or pipe line to lessor credit and at the rate of one hundred fifty # (\$150.00) dollars per year for each gas well, when utilized, off the premises, and free use of gas for one dwelling house now on said premises, if found in paying quantities, making his own connections for such gas at the wells at his own risk and expense.

Provided, however, that if a well is not commenced on said premises within one year from the date hereof then this lease and agreement shall be and become null and void unless the lessee within each and every The Months after the expiration of the time above mentioned for the commencement of a well, pays the sum of twelve and 50/100 (\$12.50) Dollars in advance until a well is commenced thereon and oil or gas found in paying quantities. Said payments may be direct to lessor or deposited to his credit at---Bank of Red Fork, Red Fork, Oklahoma,

Party of the second part shall pay all damages to growing crops caused by said operations.

The lessee shall have the right to discharge any incumbrance upon said premises and shall have a lien there on for the amount paid, together with all costs and expenses incurred.

The party of the second part, his heirs, successors or assigns, shall have the right at any time on the payment of one dollar and all payable obligations then due 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.

It is agreed that all the terms and conditions of this agreement shall extend to and apply to the successors, heirs, executors, administrators, and assigns of the parties respectively.

Witness the hands and seals of the parties.

Theodore F. Berryhill (seal,

Signed, and delivered in the presence of

State of Oklahoma, Tulsa County SS.

Before me F. Q. Brown, a Notary Public in and for said county and state on this 6th day of June, 1910, personally appeared Theodore F. Berryhill 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.

(seal)

F. Q. Brown, Notary Public.

Witness my hand and seal the day and year above written.
My commission expires 2/21/1911.