

fiedls below plow depth when requested to do so by lessor and to pay for damages done growing crops while drilling.

Fifth--The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

If oil or gas is found in paying quantities, a second well shall be commenced within sixty days from the completion of the first well, and one well to be drilled each ninety days thereafter until this lease is developed. All lines shall be protected by drilling offset wells, where paying producing wells are drilled in on adjoining lands.

Furthermore, the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

Furthermore, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for his operations thereon or other lands near lease except water from the wells of lessors.

Also that the lessee his heirs or assigns, shall have the right at any time on payment of One dollar to the lessor, 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. This lease may be surrendered by mailing to the lessor as above. And all money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessor or mailed to O. P. M. Butler, Trustee, 316 Iowa Bldg., Muskogee, Okla. or payment may be made through First National Bank Muskogee, Okla.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this the day and year first above written.

Signed, sealed and delivered in the presence of O. P. M. Butler, Trustee, (Seal)

STATE OF OKLAHOMA, )  
COUNTY OF MUSKOGEE ) SS.

On the 1st day of April A. D. , 1910, before me, the subscribed, a Notary Public in and for said County and State, personally appeared O. P. M. Butler, Trustee, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws for the uses and purposes therein set forth, and desired that it might be recorded as such.

Witness, my hand and official seal, on the date above written.  
(Seal) Charles L. Torr, Notary Public.

Filed for record at Tulsa, Okla. Apr. 7, 1910 at 8 o'clock A. M.

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

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