

term hereof, any property or improvements placed or erected in or upon said land by said lessee, and the right of sub dividing and releasing all or any part of all that tract of land situated in the County of Tulsa, and State of Oklahoma, bounded and described as follows, to-wit:

On the north by lands of Martha Pheasom, being No. 1w250, on map. on the east by lands of Ora Wood, being No. 13021, on map H. On the south by lands of James Russell, being No. H. 29661, on Map. On the west by lands of Nancy Sheppard and Henry T. Jones, being No. H. 22016 on Map. Further being described as East  $\frac{1}{4}$  of the NE $\frac{1}{4}$  of section 17, Township 20, Range 13 east, containing eighty acres more or less.

To have and to hold unto and for the use of lessee for the term of Ten years from the date hereof and as much longer as gas and oil is produced in paying quantities, yielding to the lessor one eight of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors 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 and fifty and no/100 dollars for each year so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessees agree to complete a well on said premises within Six Months from the date hereof, or pay to the lessor three dollars an acre per annum, payable quarterly in advance from the 16th day of January, 1910, until said well is completed or this lease surrendered. And the drilling of such well, productive or otherwise, shall be full consideration to lessor for grant hereby made to lessee with 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 purpose of tillage except such parts as may be used by lessee for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on said premises without the consent of the lessor, in writing. 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 from time to time designated by lessee.

The above rental shall be paid to lessor in person or by check deposited in Merchants and Planters Bank, Tulsa, Okla. on default of any payment of rentals, shall render this lease absolutely null and void, and if lessee fail to drill in 1yr. after Jan. 16, 1911 after paying said rentals this lease becomes null and void.

In witness whereof, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

Henry C. Wood (seal)

Witnesses:

Anna Wood (seal)

Sidney Butler (seal)

The State of Oklahoma, County of Tulsa SS.

Before me R.E. Berger, a Notary public in and for said County and State, on this 16th day of July 1910 personally appeared Henry C. Wood, Anna wood and Sidney butler to me known to be the identical persons who executed the within and foregoing instrument and severally acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at Tulsa, Oklahoma on the day last above written.

(seal)

R. E. Berger, Notary public.

My commission expires March 11, 1912.