

buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said parties of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party one eighth royalty share of all oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of one hundred and fifty (\$150.00) dollars, per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party.

The said party of the second part agrees to be instrumental or cause to commence one well within three hundred feet (300 ft) of east line of SE 1/4 of N E 1/4 of Section 28, T 18 R. 13 within 60 days from the date hereof, (unavoidable accidents and delays excepted), and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of \$160.00 dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Exchange Natl. Bank, and the party of the first part hereby agree to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

And I,-----, wife of said lessor in consideration of the foregoing promises do hereby release and relinquish unto the said party of the second part all my right of dower and homestead in and to the above described premises for the purposes of the foregoing lease..

In witness Whereof, we, the said parties of the first part have hereunto set our hands the day and year first above written.

J. E. Weer

E.E. Weer, Att.

By J. E. Weer, Att in fact.

W. J. Fraley.

Attest:
W.W. Vandiver.
Hugh Walkenshow.

Acknowledgment.

State of Oklahoma, Wagoner county SS.

Before me, a Notary public in and for said county and state on this 7th day of July 1910, personally appeared *J. E. Weer, J. E. Weer Att. in fact for E. E. Weer and W. J. Fraley* to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they had executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

(seal) Witness my hand and seal as such Notary Public on the day last above mentioned.
W.W. Vandiver, Notary public.