

these presents do grant, demise, lease and let unto the lessee their successors or assigns, all the oil and gas in, and under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon, operating thereon and removing therefrom said oil and gas, for the term of five years from date, and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operations, also the right to remove at any time any all property, pipes and improvements placed or erected in or upon said land by the lessee. Said land being ALL that certain tract of land situated in Creek Nation Ind. Ter. and described as follows, to-wit:

East $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of section 12, Township 17 North Range 13 East being land now owned and occupied by the lessors containing in all Eighty (80) acres more or less.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of the lessors their, heirs or assigns, free of cost into tanks, or pipe line to which they may connect the wells, the equal one-eighth ($\frac{1}{8}$) part or share of all the oil produced and saved from the leased premises.

2nd. To pay the lessors One Hundred & Fifty dollars each year in advance for the gas from each well where gas only is found while the same is being ~~said~~ off the premises; and the lessors to have gas free of cost at their own risk for one dwelling house on said premises, during the same time, to be used economically.

3rd. The lessee agrees to complete a well on said premises within six months from date hereof, or pay forty dollars for each additional six months such completion is delayed from the time above mentioned for completing of such well until a well is completed on said premises.

4th. The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessors and to pay for damage done growing crops while drilling.

5th. The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessors.

6th. It is mutually agreed that no wells shall be drilled in orchard without the consent of both parties.

Furthermore, the lessors hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may affect said premises. And the lessors 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 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, their 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 lessors as above. And all money accruing to lessors under this contract may be paid by check or cash direct to any one of the lessors or mailed to A.G. Duey, Bixby, Ind. Ter. or payment may be made through Farmers and Merchants Bank Bixby, Ind. Ter.

It is agreed that all the terms and conditions hereof shall extend ^{and apply} to the heirs, executors, administrators, successors 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.