

of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred Fifty 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 commence one well within one year 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 Forty dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Bank of Oklahoma, Tulsa, Oklahoma, and the party of the first part hereby agree to accept such sum as full consideration and payment of 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.

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

Frank Trusler
Guardian Fred Trusler,

E.A. Ross

Acknowledgment.

State of Oklahoma, Tulsa County, SS.

Before me, a notary in and for said county and state on this 31st day of October, 1910, personally appeared Frank Trusler, guardian of Fred Trusler, and E.A. Ross, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

(seal)

W.H. Pomeroy, Notary public.

My commission expires June 24th, 1912.

State of Oklahoma, County of Tulsa, SS.

I, N.J. Guber, Judge of the County Court of Tulsa County, State of Oklahoma, do hereby approve and confirm this lease this 31st day of October, A.D. 1910

N.J. Guber, County Judge (SEAL)