

produce and take care of said products, for and during a term of years expiring December 2nd, 1918, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

West Half ($W\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) and Lots five (5) eight (8) and nine (9) of section one (1) Township Eighteen (18) North, Range Twelve (12) East, and containing 162.83 acres, more or less,

In consideration of the premises the said party of the second part covenants and agrees as follows:

1st. To deliver to the credit of the first party, his heirs or assigns, free of cost in the pipe line to which he may connect his wells, equal one tenth ($1/10$) part of all oil produced and saved from the leased premises.

2nd. To pay to first party One Hundred and Fifty (\$150.00) dollars each year, in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost from any such well, for two stoves and two inside lights, in the principal dwelling house on said land, during the same time, by making his own connections with the well.

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of fifty (\$50.00) dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

Party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Fifty (\$50.00) Dollars in advance for each additional four (4) months such completion is delayed from the time above mentioned, until a well is completed and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

Party of the second part shall not be bound by any change in the ownership of said land until duly notified of any change, either in writing duly signed by the parties to the instrument of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

The party of the second part shall have the right to use, free of cost, gas, oil and water produced on said land, for its operation thereon, except water from the wells of the first party.

Said party shall pay for damages caused by him to growing crops on said land.

Party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

All payments which may fall due under this lease may be made directly to the lessor or deposited to his credit in the Commercial National Bank of Muskogee, Oklahoma.

The party of the second part, his heirs or assigns, shall have the right at any time, upon the payment of Ten (\$10.00) dollars to the party of the first part, 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: provided this surrender clause