

To have and to hold said premises for said purpose for the term of five years from this date and so long thereafter as gas or oil is produced thereon.

It is agreed that while the product of each well is which gas only is found shall be marketed from said premises, the second party will pay to the first party therefor at the rate of Two Hundred dollars per annum and give the first party free gas at the well for domestic purposes for dwelling house during the same time.

Whenever the first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. Second party also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence ^{buildings} on premises.

Second party also agrees to complete a well on said premises within six months from date or pay to first party at the rate of one dollar per acre per annum thereafter the completion of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to the first party or deposited to the credit of the first party at the Oklahoma State Bank, of Tulsa, Okla.

In further consideration for the payment of said sum of One dollar first above mentioned first party grants unto second party the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second party as to the portion released shall cease and determine.

It is further agreed by second parties that in case oil or gas is not found in paying quantities or if said second parties should cease to operate the above mentioned lease then all machinery, Casings Equipments shall be removed from the premises within 60 days or pay at the rate of two dollars per acre per annum until all equipments have been removed from the premises.

Second party shall have the right to use sufficient right to gas oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands and seals this seventh day of November 1910.

C.S. Ferner (seal)

Witness:----

Sadie Ferner (seal)

State of Oklahoma, County of Tulsa, Ss.

On the 7th day of November, A.D. 1910, Before me the subscriber a Notary Public in and for said county and state, personally appeared C.S. Ferner and Sadie Ferner, his wife, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the homestead exemption laws for the uses and purposes therein set forth and desired that it might be recorded as such.

Witness my hand and official seal on the date above written.

My commission expires April 4th, 1912.

Edward E. Barrett, Notary Public (seal)