

oil produced and saved from the leased premises.

2nd. To Pay to first Part one hundred & fifty (150.00) Dollars, each year in advance for the gas from each well where gas only is found, while the same is on the premises, and the first Partys to have gas free of cost from any such well for use in the principal dwelling house on said land during the same time by making their own connections with the well.

3rd. To Pay to first Partys for gas produced from any oil well and used off the premises at the rate of Fifty Dollars per year, for the time during which such gas shall be so used, said Payments to be made each three months in advance.

The Party of the second Part agrees to complete a well on the said premises within one year from the date hereof or pay at the rate of one dollar per acre in advance for each additional year such completion is delayed from the time above mentioned for the completion of such well 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.

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 operations thereon except water from wells of first Parties.

Second Party shall pay for damages caused by it to growing crops on said land.

The 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.

The Party of the second Part shall not be bound by any change in the ownership of said land until duly notified of any such change, either by notice 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.

All payments which may fall due under this lease may be made directly to T. J. Daugherty or deposited to his credit in The Farmers and Merchants Bank, Catoosa, Okla.

The Party of the second Part, its successors or assigns shall have the right at any time, on the payment of One Dollar to the Parties of the first Part, 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; provided, this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease, or any of its terms, or to recover possession of the leased land, or any part thereof, against or from the lessors, their heirs, executors, administrators, successors or assigns, or any other person or persons. All covenants and agreements herein set forth between the parties hereto shall extend to their successors heirs, executors, administrators and assigns.

witness the following signatures and seals.

T. J. Daugherty (seal)  
Belle C. Daugherty (seal)  
E. B. Ufer (seal)

State of Oklahoma, County of Rogers, SS.

On this 9th day of January, A. D. 1911, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared T. J. Daugherty and Belle C. Daugherty, husband & wife, 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 for the uses and purposes therein set forth.

Witness my hand and official seal.

A. C. Henry Notary Public.

*My commission expires Sept 13 1913. Filed for record Jan 9, 1911 at Tulsa.*