

necessary buildings, lay pipes and powers over and across said premises, and to use water, gas and oil to drill and operate wells on this and adjacent leases; also the right to remove at any time any property placed thereon by lessee, which tract of land is situated in the county of Tulsa and state of Oklahoma, and described as follows, to-wit: The

South $\frac{1}{2}$ of the northwest quarter of the northwest quarter and the southwest quarter of the northwest quarter, section twenty-eight, township 21, range 14, east and the northwest quarter of the northwest quarter of the southwest quarter of section no 33, township No 21 range no 14, E. I. M. containing seventy acres, more or less;

To have and to hold the same unto the lessee, his heirs, successors and assigns, for the term of five years from the date hereof, and as much longer thereafter as oil and gas is found in paying quantities thereon; yielding and paying to the lessors the one-eighth ($\frac{1}{8}$) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipelines to the lessors credit, and should any well produce gas in sufficient quantities, to justify marketing, the lessors shall be paid at the rate of One Hundred fifty dollars (\$150.00) per year for such well so long as gas therefrom is sold, and lessors is to have gas for domestic use in one dwelling house on the premises free of cost during the same time they making their own connections.

It is agreed that in case no well is completed on above described premises within one year from the date hereof, this lease shall become absolutely null and void, unless lessee shall pay for further delay a rental of seventy dollars (\$70.00) per year, payable quarterly in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments, be continuously made until a well is completed on said premises, this lease shall continue until the expiration of the full term of the same.

All payments may be made in hand or by deposit to lessors credit in Owasso, Okla at first Natl Bank of Owasso, Okla., or be deposited by registered letter in the P. O. to their address of N. D. Smith Owasso, Okla., or by check to their order.

Lessee agrees with lessors that no well shall be drilled within less than 300 feet of dwelling house now on place.

The lessee, his heirs, successors or assigns, shall have the right at any time on the payment of one dollar dollar to lessors their heirs or assigns, to surrender this lease for cancellation after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

All covenants and agreements between the parties hereto shall extend to their heirs, executors, administrators and assigns.

In witness whereof, the said parties have hereunto set their hands and seals the day and year above written.

Nathaniel D. Smith

Lucy A. Smith

State of Oklahoma, Tulsa county, SS.

Before me, a notary Public in and for the said county and state, on this 14th day of Jan 1911, personally appeared Nathaniel D. Smith and Lucy A. Smith, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Hayward Hayden notary Public.

My commission expires Dec 28, 1911.

Filed for record at Tulsa, Okla., Jan 23, 1911, at 1:55 P. M.

H. C. Walling, Register of Deeds.