

to take care of said Products, all that certain tract of land situate in the town of, county of Tulsa, state of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state bounded substantially as follows: to wit:

The NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 36, town 21 range 12 E. containing ten (10) acres, more or less, and being same land conveyed to the first Party by the Cherokee nation, by deed bearing date _____, reserving however therefrom 100 feet around the buildings on which no wells shall be drilled by either Party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is Produced from said land by the Part of the second Party his heirs, administrators, executors successors or assigns

In consideration of the Premises, the said Party of the second Part covenants and agree 1st To deliver to the credit of the Party of the first Part, his heirs, administrators, executors and assigns, free of cost in the Pipe line to which Party of the second Part may connect his wells the equal $\frac{1}{8}$ Part of all oil Produced and saved from the leased Premises; and 2nd To Pay \$150.00 dollars each three months in advance for the gas from each ^{ind. c. well} gas well drilled on said Premises, the gas from which is marketed and used off the Premises, while the gas from said well is so marketed and used.

Second Party covenant and agree to locate all wells so as to interfere as little as Possible with the cultivated Portions of the farm. And further, to complete a well on said Premises within one year from the date hereof, or Pay at the rate of \$250.00 dollars, quarterly in advance, for each additional three months 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 rental under this Provision during the remainder of the term of this lease. Such Payments may be made direct to the lessor or deposited to his credit in the First National Bank, at Vinita, Okla.

First Party to have gas free for fuel and light in the dwelling on said Premises by making his own connections to any well thereon.

It is agreed that the second Party shall have the Privilege of using sufficient water, oil and gas from said Premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said Premises, and further, upon the Payment of one dollars, at any time, by the Party of second Party his heirs, administrators, executors, successors and assigns, to the Party of the first Part his heirs, executors, administrators and assigns, said Party of the second Part his heirs, executors, administrators, successors and assigns, shall have the right 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, and this lease become absolutely null and void.

In witness whereof, the Parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness R. P. Shirley/

Willie Davis

State of Oklahoma, county of Craig, ss.

On this 31 day of December, A. D. 1910, 1910, before me personally appeared Willie Davis to me personally known to be the same Person who executed the foregoing lease or instrument in writing, and to me they severally acknowledged that they executed the same.

(SEAL)

Maita Stevens, notary Public.

My commission expires October 1, 1912.