

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 5th, day of October, A. D., 1908. by and between Thomas H. Berryhill, of Red Fork, Oklahoma, party of the first part, lessor, and Ballinger Oil Company a corporation of Okmulgee, Oklahoma, party of the second part, lessee:

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar, in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said party of the second part its heirs, executors, administrators, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, described as follows, to wit:

Northwest Quarter (NW¹/₄) of Section 20, Township 19 North, Range 12 East, and containing 160 acres more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, executors, administrators, successors and assigns.

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

1st: To deliver to the credit of the first party, his heirs, executors, administrators, successors and assigns, free of cost, into the pipe line to which it may connect its wells the equal one eighth part of all oil produced and saved from the leased premises.

2nd: To pay to first party One Hundred Fifty 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 to heat five stoves in dwelling house on said premises during the same time.

3rd: To pay to first party for gas produced from any oil well and used off the premises at the rate of One Hundred Dollars per year for the time during which ^{such} said 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 said premises within twelve months from the date hereof, or pay at the rate of Twenty Dollars per year, in advance, for each additional six 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 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 gas, oil and water from wells, springs or streams produced on said lands for its operations thereon, except water from the wells of first party.

When ^{required} by first party, second party shall bury all pipe lines below plow depth on cultivated land.

No well shall be drilled nearer than 200 feet of the house or barn on said premises:

Second party shall pay for damages caused by it to growing crops on said lands.

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. All payments which may fall due under the terms of this lease may be made direct to Thomas H. Berryhill or deposited to his credit in the First National Bank of Tulsa, Oklahoma.

The party of the second part, its heirs, executors, administrators, successors and as-