

State, on this 9th, day of October, 1908, personally appeared Levi Childers in the capacity of guardian of Rufert Depriest, a minor, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day, and date first above written.

Chas. R. Freeman
Notary Public.

(SEAL) My commission expires Jan. 18, 1912.

Approved, this 9th day of October, 1908. Frank W. Rushing County Judge
Filed for record Oct. 20, 1908, at 8.40 A. M.

H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 12th, day of October, A. D., 1908, by and between Frank Futrell, guardian of Jimmie Futrell, a minor, of Tulsa County, party of the first part lessor, and Ballinger Oil Co., a corporation of Okmulgee, party of the second part, lessee:

WITNESSETH: That the said party of the first part for and in consideration of the sum of Forty Dollars 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, demise 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:

SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 3 and Lots One and Two of Sec. 13, all in Township 19 North, Range 11 East, and containing 67 acres, more or less.

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 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 covenant and agrees:

1st: To deliver to the credit of first party, his heirs, executors, administrators, successors and assigns, free of cost, in 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 and every 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.

The party of the second part agrees to complete a well on said premises within six months from the date hereof, or pay Forty Dollars 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 land for its operations therein, except water from wells of first party.