

When requested by first party second party shall bury its pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 300 feet to the house or ^{barn} on the 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 fall due under the terms of this lease may be made direct to Frank Futrell, Guardian, or deposited to his credit in First National Bank, Tulsa, Okla.

The party of the second part, its heirs, executors, administrators, successors and assigns shall have the right at any time on payment of Two Dollars to party of first part, his heirs, executors, administrators and 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.

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

WITNESS our hands and seals, the day and year above set forth.

WITNESS:

ATTEST I. L. Green, Secretary.

Frank Futrell, Guardian of Jimmie ^{Futrell} ~~Barriest~~ (SEAL)

BALLINGER OIL CO. (CORPORATE SEAL)

By T. A. ^aHogler, President (SEAL)

APPROVED 10/14/'08.

N. J. Gubser, County Judge.

STATE OF OKLAHOMA,)
:SS.
TULSA COUNTY.)

On the 12th, day of October, A. D., 1908, before me, Samuel C. Davis, a Notary Public in and for said County and State, duly ^{commissioned} qualified and acting as such, personally appeared Frank Futrell, Guardian and Personally known to me to be the identical person, who executed the within and foregoing instrument, as lessor, and acknowledged to me that he had executed the same as his 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 official seal, on the day and date last above written.

Samuel C. Davis, Notary Public.

(SEAL) My commission expires March 29th, 1910.

STATE OF OKLAHOMA,)
:SS.
TULSA COUNTY.)

Before me, a Notary Public, in and for said County and State, on this 12th, day of October, A. D., 1908, personally appeared T. A. Hogler, to me known to be the identical person who subscribed the name of the lessee, to wit: Ballinger Oil Company to the foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and date last above written.

Claude F. Tingley, Notary Public

(SEAL) My commission expires Sept. 17th, 1910.

Filed for record Oct. 22, 1908, at 3.16, P. M.

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