

desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.

Comm
(SPURT SEAL)

R. P. Harrison, Clerk U. S. Dist. Court;
Eastern Dist., Okla.

By Roscoe S. Cate, Dep.

Filed for record at Tulsa, Okla., Nov. 5, 1908, at 5 P. M.

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

.....
R.P.
OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 28th, day of October, A. D., 1908, by and between J. W. Combs as Guardian of John Boyd Combs, a Minor, of Checotah, 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 Three Hundred and Twenty Dollars in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and 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 operations 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 situate in the County of Tulsa, State of Oklahoma, described as follows, to wit:

North East Quarter of the North West Quarter; The North Half of the South East Quarter of the North West Quarter; The West Half of the West Half of the North East Quarter; The West Half of the East Half of the West Half of the North East Quarter; and the South Half of the South Half of the North West Quarter, of Section 23, Township 19 North, Range 11 East, and containing 150 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 which it may connect its wells, the equal ^{oil} one eighth part of all produced and saved from the leased premises.

2nd: To pay to first party One Hundred and 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.

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 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