

springs or streams produced on said land for its operation thereon, except water from wells of first party.

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

No well shall be drilled nearer than 200 feet to the house or barn on said land.

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 this lease may be made direct to J. W. Combs, as Guardian, or deposited to his credit in The First National Bank of Checotah, Oklahoma, as guardian of the said John Boyd Combs.

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 the 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:

William C. Lieathe, Eufaula, Okla.

M. B. Wellborn, Eufaula, Oklahoma.

J. W. Combs,

(SEAL)

G

Guardian of John Boyd Combs, a minor.

BALLINGER OIL COMPANY

(CORPORATE SEAL)

By I. L. Green, Secretary

(SEAL)

STATE OF OKLAHOMA,

(

:SS.

McINTOSH COUNTY.

(

Before me, a Notary Public within and for said County and State, on this 28th, day of October, 1908, personally appeared J. W. Combs in the capacity of ^{guardian of} John Boyd Combs, 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 ^{in such capacity} 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 this the 28th day of October, 1908.

Thomas F. Turner, Notary Public.

(SEAL) My commission expires July 26- 1910.

STATE OF OKLAHOMA,

)

:SS.

TULSA COUNTY.

)

Before me, a Notary public in and for said County and State/ on this 30th, day of October, A. D. 1908, Personally appeared I. L. Greer, 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 secretary, and acknowledged to me that he executed the same as his free and voluntary act 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 Approved this 28th, day of October, 1908, Frank W. Rushing, County
Nov. 7/ 1908, at 9 A. M. : H. C. Wakley, Register of Deeds (SEAL)