

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 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 the 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 Five Dollars per year for the time during which 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 one year from the date hereof, or pay at the rate of Forty Dollars, in advance, for each additional twelve 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 the provisions during the remainder of the term of this lease.

The party of the second part shall have the right to use ^{oil} off, gas, and water from wells, 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 premises.

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

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. S. Davis, guardian, or deposited to his credit in some reliable Bank in Muskogee, Oklahoma.

The party of the second part its successors and assigns, shall have the right at any time on payment of One Hundred 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:

G. W. B. Brown
Ernest
Stewart

J. S. Davis (SEAL)
Guardian of Emma Davis.

BALLINGER OIL COMPANY (CORPORATE SEAL)
By I. L. Greer, Secretary. (SEAL)

STATE OF OKLAHOMA,)
MUSKOGEE COUNTY,) SS.

On the 29th, day of October, 1908, before me, C. C. Byrd, a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared J. S. Davis, Guardian of Emma Davis, and ^{a person} , personally to me known to be the identical person who executed the within and foregoing instrument 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.

(SEAL)

My commission expires Sept. 16th, 1912.

C. C. Byrd, Notary Public.