

date, and as long thereafter as oil or gas, or either of them is produced thereon by the party of the second part, its successors and assigns.

In consideration of the premises the party of the second part covenants and agrees:

1st. To deliver to the credit of the first party, its ^{successors} heirs or assigns, free of costs, in the pipe line to which it may connect its wells, the equal $1/8$ 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 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 fifty cents per acre, 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 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 lands 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 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 the terms of this lease may be made direct Tulsa Lime Stone Ballast Company or deposited to its credit in First National Bank, Tulsa, Oklahoma.

Twenty acres of the surface of said land to be reserved, at a point hereafter to be designated by first party.

The party of the second part, its heirs, successors and assigns, shall have the right at any time/ on payment of One Dollar to party of the first part, its successors, 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 hereinafter set forth between the parties hereto shall extend to their successors and assigns.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR ABOVE SET FORTH:

WITNESS: (CORPORATE SEAL)

TULSA LIME STONE BALLAST COMPANY (SEAL)

ATTEST: CHAS. HALEY, SECRETARY

By FRANK CHESLEY, PRESIDENT (SEAL)

THE MARCH OIL COMPANY (CORPORATE SEAL)

By R. A. JOSEY (SEAL)

ATTEST: ESTHER MAGNUSON, SECRETARY (SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA,) SS.

On this 16th, day of November, A. D. 1908, before me, a Notary Public, within and for the State and County Aforesaid, personally appeared Frank Chesley and Charles Haley, to me personally known, who, being by me duly sworn, did each say that Frank Chesley is the President and Charles Haley is the Secretary of the Tulsa Lime Stone Ballast Company, a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Frank Chesley and Charles Haley duly acknowledged that they had each in their said official capacity executed the foregoing instrument, as the act and deed of the said company, for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal, this 16th, day of November, 1908.
(SEAL) My commission expires

C. W. Gillette, Notary Public.

April 12-1912.

Filed for record Nov. 25, 1908, at 4.30 P. M. ; H. C. Wakley Register of Deeds (SEAL)