

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 20th, day of November, A. D., 1908, by and between Bert Baughman, as guardian of Ella May Baughman, a minor, of Checotah, Oklahoma, party of the first part, lessor, and the March Oil Company, a corporation of Tulsa Oklahoma, party of the second part, lessee, WITNESSETH:

That the said party of the first part for and in consideration of the sum of Eight Hundred (\$800.00) Dollars, in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of 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 operating 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:-

The Northeast Quarter of Section Twenty Five (25), Township Nineteen (19) and Range Eleven (II) and containing One Hundred and Sixty (160) 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 ^{and} gas, or either of them is produced therefrom by the party of the second part its successors and assigns.

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

(1). To deliver to the credit of the first party, his heirs, executors and administrators, free of cost, in 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.

(2). To pay to the first party Two Hundred (\$200.00) 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.

(3). The party of the second part agrees to commence a well on said premises within sixty days from the date hereof, and complete same within ninety days thereafter, unavoidable accidents excepted. If the first well drilled on this land is not a producing oil or gas well, then the party of the second part shall pay unto the ^{first} party of the first part an annual rental of one dollar per acre until such time as a producing well is drilled on said premises, said rental to be paid quarterly in advance.

The party of the second part shall have the right to use gas, oil and water from wells, springs ^{and} 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 line below plough depth on cultivated land.

No well shall be drilled nearer than two hundred 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 payment which may fall due under the terms of this lease may be made direct to Bert Baughman, or deposited to his credit in the First National Bank of Checotah, Okla.,

The party of the second part its successors and assigns shall have the right at any