

UNITED STATE OF AMERICA,)
 STATE OF OKLAHOMA? : SS.
 CREEK COUNTY.)

I, J. B. Summers, Clerk of the District Court of Creek County, Ninth Judicial District, State of Oklahoma, do hereby certify that the foregoing is a true copy of the Decree in case # 775 Louis Peters vs. Nuna Wilson, et al, as the same appears on the Records in my office.

Witness my hand and the seal of said Court at Sapulpa, this 22nd day of December, 1908.

J. B. Summers, Clerk.

Filed for record at Tulsa, Okla., dec 28, 1908, at 1 P. M.

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

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COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 23rd, day of November, A. D., 1908, by and between John W. McGee, Curator of the estate of Willie McIntosh, a minor, of McIntosh County, Oklahoma, of the first part, and Ballinger Oil Company, a corporation of Oklahoma, of the second part:

WITNESSETH: That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the said party of the second part/ its , heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas: which said tract of land is situated in the County of Tulsa, State of Oklahoma, and described as follows: ^{with} The South Half of the Northeast Quarter of Section Seven (7), Township Nineteen (19) North Range Twelve (12) East of the Indian Base and Meridian, containing Eighty (80), acres, more or less. But no well shall be drilled within Three Hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part its heirs and assigns of using sufficient water and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, its heirs and assigns, for the term of five years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by the said lessees.

In consideration whereof, the said party of the second part agrees to deliver to the party of the first part, in tanks or pipe lines the equal one eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay One Hundred and Fifty Dollars yearly in advance, for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises, and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not commenced on said premises within one year from the date hereof, then this lease and agreement shall be null and void, unless the party of the second part,