

herein leased to run all machinery for the prosecution of said business on this and adjoining premises, operated jointly as one <sup>property</sup> ~~property~~ and all water, wood timber, otherwise necessary or convenient for the carrying on of said operation and for the discovery of and the extraction of oil and gas without charge, provided, however, that when all oil is used, each lease shall furnish it a proportion.

FIFTH. Said Letcher Oil Company shall have free pipe line, pumping, tram-way and track privileges and right of way over said property and any other property owned and controlled by the said John W Archer, together with the right of ingress and egress for the purpose of laying, obtaining, operating and removing said pipe <sup>line</sup> ~~lines~~, pump, tram-way, track and appliances used in connection therewith, but said Company shall bury, when requested so to do, by said John W Archer, all its oil, gas and water lines used to conduct oil, gas and water over said premises.

SIXTH.

Said Letcher Oil Company shall have free use of the land herein leased for the purpose of erecting and maintaining such tankage as may be necessary for the caring for all oil produced by it from said property.

SEVENTH: The said Letcher Oil Company shall use due diligence to off-set any well that may be drilled and from which oil is produced in paying quantities which is within two hundred (200) feet of the outer lines of any part of said above described land.

EIGHTH: Said John W Archer shall upon the failure of the Letcher Oil Company to comply with the conditions contained in this lease to sink a well within the time herein named and to off-set wells on adjoining property as herein provided or, on the failure to make any of the payments of royalty herein reserved has power, at his option, to declare this lease forfeited and of no effect, said forfeiture to be declared on ten (10) days notice in writing to the Letcher Oil Company.

NINTH: All monies due or to become due on this lease may be paid to the said John W Archer, guardian, personally, or by check deposited to his credit as guardian at the Farmers National Bank, of Tulsa Oklahoma, and the date of depositing such check shall be treated as the date of such payment. Said payments to be made by the fifteenth day of the month following sales of oil for all oil sold for the preceding month and the parties hereto mutually agree to sign such division orders as may <sup>be</sup> necessary to secure such payment.

TENTH: This lease to be and remain in full force and effect for a term of the minority of the said Robert V Archer, who is now Twelve (12) years of age.

In witness whereof the parties hereto have hereunto set their hands this the day and year first above written

John W Archer Guardian.

Letcher Oil Company

Approved this 23 rd day of July A D 1908.

By T.R.Letcher Pres.

N.J.Gubser, County Judge.

State of Oklahoma )  
County of Tulsa ) SS

Before me, Dessie L Swift a Notary Public within and for the above named county and state on this 22 day of July 1908 personally appeared John W Archer to me known to be the identical person who executed the within and foregoing instrument and who acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

SEAL My commission expires May 6 1912. Dessie L Swift  
Filed for record Jul 24 1908 at 3 P.M. H.C.Walkley  
Reg of Deeds (SEAL)

Notary Public +