

of this lease to lessor or to whomsoever shall be lawfully entitled thereto, unavoidable casualties excepted; shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, excepting the tools, derricks, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines and machinery, and the casing of all dry or exhausted wells, which shall remain the property of the lessee and may be removed at any time prior to sixty days after the termination of the lease; shall not permit any nuisance to be maintained on the premises under the lessee's control; shall not use such premises for any other purposes than those authorized in this lease, and before abandoning any well shall securely plug the same so as effectually to shut off all water from the oil-bearing stratum, or in the manner required by the laws of the State of Oklahoma.

5. The lessee shall keep and accurate account of all oil mining operations, showing the sales, prices, dates purchasers and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operating said property, and upon all the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

6. The lessee may at any time by paying the lessor all amounts then due as provided herein and the further sum of One Dollar, surrender and cancel this lease and be relieved from all further obligations or liability hereunder: Provided if this lease had been recorded lessee shall execute a release and record the same in the proper county recording office: Provided, further, the lessee may surrender all the undeveloped portion of the leased premises, by paying the lessor all amounts then due and the further sum of One Dollar, which surrender shall not affect the terms hereof as to each producing well and ten acres of said premises as nearly in square form as possible next contiguous to and surrounding each of said wells, and execute and record a cancellation of premises surrendered.

7. Assignment of this lease or any interest therein may be made at any time.

8. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

9. IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ATTEST..... M. A. Younkman (SEAL)

Two Witnesses to execution by lessor: The Tres Oil Co. (SEAL)

..... By F. M. Aiken (SEAL)

Two Witnesses to execution by lessee;.....

STATE OF OKLAHOMA,)
: SS.
COUNTY OF TULSA.)

Before me, Orville S. Booth, a Notary Public, in and for said County and State, on this 5th, day of March, 1909, personally appeared M. A. Younkman, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Orville S. Booth, Notary Public.

(SEAL) My commission expires Feb. 23, 1912.

Filed for record at Tulsa, Mar. 30, 1909. At 9 o'clock A. M.

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

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