

at the wells for domestic purposes in their residence on these premises.

4. The lessor shall have the right to use said premises for farming purposes except such part thereof as may be reasonably necessary for said mining operations. The lessee to have a credit of any drilling penalty paid in advance for failure to drill within one year, pro-rated, and credited on the unexpired period, on the stipulated royalties for gas wells used; that is to say the rental of One Dollar per acre shall cease immediately upon commencing operations to drill a well.

5. The lessee shall have the right to use oil or gas from the wells on this lease for the purpose of operating said wells, and wells (for test purposes) owned by lessee on other farms.

6. The lessee shall pay all damages to growing crops caused by aforesaid operations.

7. No well shall be drilled nearer than 200 feet to the buildings on said premises, except by consent of the lessor. This lease is made under a Confirmatory Order of the Probate Court of Nov. 25, 1908, recorded at Book 52, Page 288, Register of Deeds Office.

8. The lessee shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the lessee.

9. The lessee may at any time upon the payment of One Dollar to the lessor, or depositing to their credit in the Bank aforesaid, remove all its property and re-convey the lessor or their assigns the premises hereby granted and thereupon this instrument shall become null and void and end without further proceeding.

IT IS UNDERSTOOD between the parties to this agreement that all conditions and covenants between the parties hereto shall extend to and be binding on their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, the day and year first above written.

Witness to execution by lessor: F. M. Bussey,
Haskell B. Talley, P. O. Tulsa, Okla. Guardian of Millard F. Bussey.

Buford Carden, P. O. Claremore, Okla. THE HENRY OIL CO. (Corporate Seal)

Witness to execution by lessee: By Robert L. Henry, President.

Haskell B. Talley, P. O. Tulsa, Okla. ATTEST:
Buford Carden, P. O. ^{Claremore} Tulsa, Okla. J. H. McFarland, Secretary.

A C K N O W L E D G E M E N T.

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

Before me, Archibald Bonds, County Judge, in and for said County and State, on this 25, day of November, A. D., 1908, personally appeared F. M. Bussey, Guardian of Millard F. Bussey, 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.

Archibald Bonds, Notary Public.

(COURT SEAL) My commission expires - - - - -

Filed for record at Tulsa, Okla. Apr. 15, 1909. at 2.35 o'clock P. M.

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

.....