

th reof to the foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes above set forth.

Witness my hand and official seal the day and year first above written.

(seal)

C. R. Adams, Notary Public.

My commission expires May 22, 1913.

Filed for record at Tulsa Nov. 3, 1909 at 4 o'clock P.M.

H.C. Walkley, Register of Deeds (S.M.H.)

O I L A N D G A S L E A S E.

COMPARED

In consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained Josephine Berry party of the first part, hereby grants, unto O.K. Byschbach party of the second part, his administrators or assigns, all the oil and gas in and under the following described premises:

The west one half (72) of the South East one quarter (SE4) of section 20 township 19 Range 12 East together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas, or water, and to erect and maintain all buildings, structures, pipes, pipe lines, tanks and machinery necessary for the production, and transportation of oil, gas or water. Provided that party of the first part, or her administrators or assigns, shall have the right to use said premises for farming purposes except such part as is actually occupied by parties of the second part for the purposes herein set forth.

THE ABOVE GRANT IS MADE ON THE FOLLOWING TERMS AND CONDITIONS:

1st. This party of the 2nd part hereby agrees to drill a well upon said premises within 100 days from the date hereof, or to forfeit said lease and execute a release on the same to party of the first part.

2nd. Should oil be found in paying quantities upon said premises, parties of the 2nd part hereby agree to deliver to party of the first part in tanks or in the pipe line with which it may connect the wells, the one-eighth (1/8) part of all the oil produced and saved from said premises.

3rd. Should gas be found, parties of the 2nd part agree to pay to party of the first part One Hundred and Fifty (\$150.00) Dollars annually in advance for every well from which gas is used off said premises.

4th. Party of the first part, or her lessees, shall be entitled to sufficient gas, free of cost, for domestic use on said premises as long as parties of the 2nd part shall use gas off said premises under this contract, but shall lay and maintain the service pipe at her own expense, and use said gas at her own risk. Parties of the second part shall have the right and privilege of using sufficient water, gas and oil from the premises herein leased to run the necessary engines for the prosecution of said business.

5th. Parties of the second part shall bury all gas or oil lines used to conduct gas or oil off of said premises or to tanks or pipe lines thereon situated below the plow line where said pipes shall be located on or across tillable ground, and parties of the second part hereby agree to pay all damages