and removing such oil and natural gas.

TO HAVE AND TOLD THE SAME, together with all the rights and privileges herein named so long as oil and gas, on either of them, is produced from the lands, herein described by the party of the second part, its successors or assigns.

IN CONSIDERATION of the premises, the party of the second part covenants and agrees first, to deliver to the credit of the first party his heirs, executors, administrators and assigns, free of cost, in the pipe line to which it may connect its wells, the equal one eighth part of all oil procuced and saved from the leased premises; Second, to pay to the first party One Hundred and fifty dollars each year for the gas from each well where gas is produced, while the same is being sold off the premises the party of the first part to have gas, free of cost, to heat five stoves in dwelling houe on said premises during the same year.

The party of the second part further agrees to pay to the party of the first part his heirs, executors, administrators or assigns the sum of One (\$1.00) Dollar per acre per annum until the royalties on said lands shall equal said sum; and it is a condition and reservation in this instrument that failure to make said payment shall terminate all rights of the second party to the property herein described.

The party of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of the first party. When requested by the first party, the second party shall bury its pipe line below plow depth on cultivated lands. No well shall be drilled nearer than 200 feet f from the house or barn on said premises. The party of the second pat shall have the right, at any time, to remove all machinery and fixtures placed on said premses by it, including the right to draw and remove casing.

The covenants and agreements herein set forth between the parties hereto, shall extend to their heirs, successors, executors, administrators and assigns.

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

This conveyance made pursuant to an order of confirmation of the Gounty Court of Tulsa County, Oklahoma, made May 6, 1910, recorded in Book<u>79</u> Page <u>#/4</u>, of the official records of the Register of Deeds Tulsa County, Oklahoma.

> Samuel A. Orcutt, Guardian of Homer Ā. Orcutt, a minor.

(Corp Seal)

The March Oil Company. By Chas. Page, President.

Attest: Robert A. Josey, Secretary. State of Oklahoma, County of Tulsa, S.S.

Before me the undersigned, a Notary Public in and for said county and State, on this 6th day of May, 1910, personally Appeared Samuel A. Orcutt, to me known to be the identical person who executed the foregoing instrument as guardian of Homer A. Orcutt, a minor, and acknowledged to me that he executed the same in the capacity thereins tated, as his free and voluntary act and deed, for the uses and purposes therein set forth. (seal) Sophia Magnuson, Notary Public.

My commission expires May 13, 1911.

Filed for record at Tulsa, Okla. May 12 1910 at 9:25 c'clock A.M.

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

ORDER CONFIRMING SALE OF OIL AND GAS