

Before me, a notary Public in and for said county and state on this sixth day of January, A. D. 1911, personally appeared D. S. Waskey, to me known to be the identical person who subscribed the name of the maker thereof, the Deming Investment Company (a corporation duly organized, incorporated and existing under and by virtue of the laws of the state of Kansas) to the foregoing instrument, as its vice-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 consideration uses and purposes therein set forth and acknowledged the execution of the same. That I am familiar with the seal of the said The Deming Investment Company, and that the same was thereto affixed in my Presence.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL)

E. E. Ford, notary Public.  
Oswego, Kansas.

My commission expires Apr 12, 1914.

Filed for record at Tulsa, Okla., Jan 20, 1911, at 1:00 P. M.

W. C. Walkley, register of deeds. (SEAL)

COMPARED

CONTRACT.

State of Oklahoma, county of Tulsa, SS.

This indenture, made this the 19th day of January, 1911, between H. C. Payne, legal guardian of Gus E. Payne, Party of the first Part, and the Texas Company, a corporation under the laws of Texas, Party of the second Part, witnesseth:

That for the consideration hereinafter mentioned, the Party of the first Part hereby demises and leases to the Party of the second Part, its successors and assigns, the following described lot, tract or Parcel of land in Tulsa county, Oklahoma, viz:

Beginning at a Point 760 feet north of the SE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 18, township 20, range 13 east; thence west 200 feet; thence north 150 feet; thence east 200 feet; thence south 150 feet to the Place of beginning.

To have and to hold the said lot of ground to the Party of the second Part, its successors and assigns, at its option, from year to year, so long as used for a pipe line pumping station, at the annual rental of one hundred (\$100.00) Dollars, to be paid yearly in advance for the purpose of erecting thereon a pump station, with all tanks, pipes, machinery and fixtures, necessary for such station; and the right to lay, repair, and remove line of pipe for water, gas or oil, from said land, with the right of ingress and egress at all times. Also the right to throw up embankments, dig ditches or do any other act or acts on said land necessary to save and remove oil and prevent the spread of fire. And the said Party of the second Part, its successors and assigns, may remove all machinery, pipes and fixtures on the premises, or connected therewith, at any time, and said removal, if entire, shall constitute an abandonment, and shall terminate said lease, and all rentals and payments thereafter shall cease.

This lease is subject to an oil and gas lease held by the Hill Oil & Gas Company, and the ground is to be left in as good condition by the Party of the second Part, when they vacate, as it was at the beginning.

It is further agreed that the said The Texas Company shall have the right to use water for all purposes from the well located on the allotment of the said Gus E. Payne, and from which it is now using water; subject, however, to the prior right of the Hill Oil & Gas Company to use water therefrom.

It is understood that this lease shall not extend beyond the majority of the said Gus E. Payne. Nor beyond the time any court of competent jurisdiction may remove his