

It is agreed that the second party is to have the privilege of using sufficient water oil and gas from said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises, and further upon the payment of One ¹⁰⁰/₁₀₀ Dollars at any time by the part- of the second part his heirs administrators ex- cutors successors and assigns to the parties of the first part their heirs executors admin- istrators and assigns said party of the second part his heirs administrators executors successors and assigns shall have the right to surrender this lease for cancellation after which all payments and liabilities thereafter to accrue under and by virtue of the terms shall cease and determine and this lease become absolutely null and void.

In Witness Whereof the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness Joseph E. Smith
J. Truman Nyxon Hattie J. Smith

United States of America
Indian Territory
Western Judicial District

Be it remem- bered that on this day came before me the undersigned Notary Public within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such Joseph E. Smith and Hattie J. Smith his wife to me personally well known as Joseph E. and Hattie J. Smith the parties lessors in the within and foregoing lease and stated that they had executed the same for the consideration and purposes therein mentioned and set forth and do hereby so certify. Witness my hand and seal as such Notary Public on this 24th day of October 1907. (Seal) I have placed my commission up as of 12/2/1911 Notary Public

Filed Oct 24-1907 at 4 PM in the office of the Clerk of the Western Judicial District of the Indian Territory