

FOURTH: The lessee further agrees to <sup>bury</sup> ~~lay~~ pipe lines for oil in cultivated fields below plow depth when requested to do so by the lessor, and to pay for damage done to growing crops while drilling.

FIFTH: The lessee agrees not to drill any wells within 250 feet of any building on said premises without the written consent of the lessor.

FURTHERMORE, The lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consents to the lessee selling and disposing of said lease.

FURTHERMORE, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said lands for its operations thereon or other lands near lease except water from the wells of lessor.

Also that the lessee, its heirs and assigns shall have the right at any time, on payment of One Dollar to the lessor, her heirs or assigns, to surrender this lease for cancellation after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine. This lease may be surrendered by mailing to the lessor as above. And all money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessor, or mailed to .....or payment may be made through.....Bank .....

It is agreed that all the terms and conditions hereof shall extend to and apply to the heirs, executors, administrators and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

Vivian W. Johnston (SEAL)

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Julia Johnston, Guardian (SEAL)

STATE OF OKLAHOMA, )  
COUNTY OF CHEROKEE, ) SS.

On the 5th, day of September, A. D., 1908, before me, the subscriber, J. T. Parks, County Judge in and for said County and State, personally appeared Julia Johnston, Guardian of Vivian W. Johnston, a minor/ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.

(COURT SEAL) My commission expires .....

J. T. Parks,  
County Judge.

Filed for record Oct. 22, 1908, at 3. 15 P. M.

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

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