

was recorded in the office of the Register of Deeds of Tulsa County, Oklahoma on the 9th day of July 1908 in volume 37 at page 120 of the Misc record.

Now therefore, pursuant to the foresaid order and proceedings, and in consideration of the sum of \$250 Dollars aforesaid by said William Carnill paid to the undersigned, H.C. Payne Guardian of the person and estate of the said Gus E. Payne a minor ^{Deed of which is hereby acknowledged and the foregoing agreement purports to contain the said} has granted demised leased and let and by these presents does grant, lease and let unto the said William Carnill, herei after denominated party of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products of that certain tract of land situated in Tulsa County, Oklahoma, as described as follows:

Northeast quarter (1/4) of Northeast quarter of Southeast quarter (1/4) and Southwest quarter (1/4) of southeast quarter (1/4) of Section eighteen Township Twenty North, Range Thirteen East of the Indian Meridian

Reserving therefrom, however, one hundred and fifty feet (150 Feet) around the buildings, on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of five (5) years from this date, and so long thereafter as oil or gas or either of them is produced from said land in paying quantities.)

In consideration of the premises the said second party covenants and agrees to deliver to the credit of said H.C. Payne as guardian of said minor, and herein designated as party of the first part, or to his successors, free of cost, in the pipe line to which the party of the second part may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and to pay Thirty-seven and fifty Hundredths Dollars (\$37.50) each three (3) months for the gas from each and every gas well drilled on said premises, the product of which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm, and further to complete a well on said premises within six (6) Months from this date provided that the failure to complete said well within said time shall not operate to forfeit this lease if second party shall pay to first part the sum of Twenty Five Dollars in advance to extend the term thereof for the succeeding three (3) Months, and if no well shall be drilled at the expiration of said time then this lease to become forfeited and void, unless the parties shall otherwise agree in writing, and provided further that any payments herein provided to be made may be made direct to first party or deposited to his credit in the Bank of Commerce in Tulsa, Oklahoma.

It is further agreed that second party shall promptly drill all wells necessary to protect the lines and boundaries of said premises and offset all wells on adjoining property and a failure so to do shall forfeit this lease.

It is further agreed that in developing said land second party shall so far as possible use the present roads over the same and shall not break down or destroy any fences, shall keep all gates closed when opened or let down by party of the second part, and that in the event of any damage accruing by reason of any neglect of