

of these provisions by second party shall be promptly paid by second part whether such damages accrue by reason of trespass to the leased lands or by stock escaping from the leased lands and trespassing upon other parties premises .

It is agreed that the second party shall have the privilege of using sufficient water, oil and gas from the 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 Five Dollars, (\$5.00) at any time by the party of the second part, his successors or assigns, the said party of the second part, his successors or assigns shall have the right to surrender this lease for cancellation, and upon his filing a cancellation thereof with the Register of Deeds of Tulsa County, Oklahoma, the same shall be cancelled and all payments and liabilities thereafter accruing shall cease and determine and this lease become null and void .

In witness whereof the parties hereto have hereunto set their hands this 9th day of July 1908 .

H.C.Payne
Guardian of Said Minor .

William Carnill

State of Oklahoma)

Tulsa County .)

SS

Before me, a notary public in and for said county and State , on this 9th day of July 1908 personally appeared H.C.Payne guardian of the person and estate of Gus E Payne, and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and official seal the day last above written .

SEAL. My commission expires November 25th 1911

W.V.Biddison
Notary Public

Filed for record Aug 19 1908 at 1110 A.M. H.C.Walkley Reg of Deeds .(SEAL)

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COMPARED *C.*

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-----; OIL AND GAS LEASE :-----

AGREEMENT : Made and entered into the 28th day of July A.D.1908 by and between Wyona M Payne party of the first part, and Wm. Carnill , party of the second part :

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Two Thousand Dollars \$ 2000.00 to her in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, have granted demised leased and let and by these presents do grant, lease and let unto the said 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 all that certain tract of land situate in the