

his proceedings to the said Court, which was duly filed, and in said return asked a hearing upon the same so soon as the court could hear and determine same, and at which time the Court fixed as the day for hearing the return a for the 9th day of July 1908;

And, whereas, the said Judge of the said Court gave notice by notices posted in three (3) public places in the County Ten (10) days prior to said date and which said notices indicated the interest in the land sold, the sum for which it was sold and referred to the return for further particulars.

And, whereas, on said 9th day of July 1908, the Court examined the return and the witnesses in relation to the same, and it appearing that the proceedings were fair and the sum bid proportionate to the value, and it appearing that a larger sum could not be obtained, and there being no objections to said sale or the confirmation thereof, that said sale was legally made and fairly conducted;

And, whereas, the court then and there made an order confirming the same and directing the lease and conveyance to be executed, and which order of confirmation 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 118 of the Misc Record.

Now, therefore, pursuant to the aforesaid orders and proceedings and in consideration of the sum of 1750 Dollars aforesaid by said William Carnill paid to the undersigned H.C. Payne guardian of the person an estate of the said Floyd B Payne, a minor, receipt of which is hereby acknowledged, ~~the said H.C. Payne~~ and of the covenants and agreements hereinafter contained, the said H.C. Payne as guardian of the person and estate of the said Floyd B Payne, a minor, has granted, demised, leased and let, and by these presents does grant, lease and let unto the said William Carnill, hereinafter 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 buildings tanks, stations, and structures thereon to take care of said products of that certain tract of land situated in Tulsa County, Oklahoma, and described as follows:-

Northwest quarter (1/4) of Northwest Quarter of Section Nineteen Township Twenty, Range Thirteen East of the Indian Meridian and South Half (1/2) of North west quarter (1/4) of north west quarter of Northeast quarter of Section Eighteen Township Twenty 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 as 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 lines 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 produced from each and every gas well drilled on said 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