

as little as possible with the cultivated portions of the farm, and further to complete a well on said premises within Thirty Days from this date, provided that the failure to complete said well within said time shall operate to forfeit this lease, and if no well shall be drilled at the expiration of said time 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 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 damages accruing by reason of any neglect of these provisions by second party shall be promptly paid by second party 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 Floyd B. 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 this day last above written.

SEAL. My commission expires November 25th 1911. W.V. Biddison
Notary Public

Filed for record Aug 19 1908 at 11:10 A.M. H.C. Walkley Reg of Deeds (SEAL)