

certain tract of land situated in Tulsa County, Oklahoma, and described as follows:

Southwest Quarter of Southwest Quarter of Section Eighteen, Township Twenty North, Range Thirteen East of the Indian Meridian, and the Northeast Quarter of the Northeast Quarter of Section Twenty Four, Township Twenty North, Range Twelve East of the Indian Meridian.

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

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 <sup>party of</sup> the first party, or to his successors, free of cost, in the pipe line to which the party of the second part may connect <sup>his</sup> the wells, the equal one eighth ( $\frac{1}{8}$ ) 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, while the gas from said well is so marketed and used.

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 and gas on either of them is produced from said land in paying quantities.

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 party the sum of Twenty Five Dollars in advance to extend the terms 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 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/