

such effort is unsuccessful, he may, with the consent of the lessor, surrender this lease upon full payment and performance of all his then existing obligations hereunder. It is further agreed that any violations of the covenants, stipulations and provisions of this lease shall work a forfeiture thereof, which forfeiture may be declared in writing by notice given thirty days to the lessee.

It is further agreed that if the title which the lessor has to the land above described should fail, that then both the lessor and the lessee herein shall suffer the loss, if any, thereof to either party by reason thereof, and that neither shall be liable to pay to the other any damages on account of such failure of title or to reimburse the other for any moneys to either of the other.

In witness whereof, the said parties have hereunto subscribed their names this 17 day of June, 1908.

State of Oklahoma } ss. John Bullitt.
County of Muskogee.

Thomas E. Drummett.

Before me, the undersigned Notary Public, on this day personally appeared John Bullitt, to me well known to be the identical person whose name is subscribed to the foregoing instrument as the party lessor, and he stated and acknowledged to me that he executed the same as his own free and voluntary act and deed for the purposes and uses therein mentioned and set forth.

Dated June 17, 1908.

(Seal)

H. A. Earns

Notary Public.

My commission expires Dec. 14 - 1911.

Filed for record June 18, 1908 at 3⁵⁵ o'clock P. M.

H. C. Walkey,

(Seal)

Reg. of Deeds.