

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The party of the second part farther agrees that in case no well is drilled for oil or gas within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease upon three months notice in writing, being served by the party of the first part, unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any ^{or} all portions of the premises by paying in advance an annual rental of \$1.00 per acre for all of said leased premises, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to Nelson Hicks, Guardian of George Hicks, a minor or deposited to his credit in First State Bank of Tahlequah, Oklahoma, provided that this lease shall not be transferred by the lessee, without the consent of the guardian and the approval of the County Court.

IT IS AGREED that the second party is to have the privilege of ^{using} ~~using~~ sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One Dollar, at any time after giving three months notice by the party of the second part, its successors or assigns, to the party of the first part, his heirs or assigns, said party of the second part, its successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS:	his Nelson X Hicks (SEAL) mark Guardian of George Hicks, a minor
W. H. Balentine, Jr.	Dixon Oil Company (CORPORATE SEAL)
W. H. Balentine, Sr.	By John F. Hayden, President (SEAL)

A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA,)
) SS.
CHEROKEE COUNTY.)

Before me, a Notary Public in and for said County and State, on this 2, day of December, 1908, personally appeared Nelson Hicks, Guardian of George Hicks, a minor, 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 seal as such Notary Public, on the day last above mentioned.

Simon R. Walkingstick, Notary Public.

(SEAL) My commission expires Nov. 18, 1910

Filed for record at Tulsa, Okla., Jan. 5, 1909, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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