

at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

Provided, however, that, if a well is not drilled on said premises within one year from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of fifty cents per acre until a well is drilled thereon, or until this lease is cancelled as hereinafter provided.

Provided, however, this lease shall be absolutely void unless second party ^{begin} the drilling of a well on or within $\frac{1}{2}$ mile of the NW $\frac{1}{4}$ Sec. 36, T. 17 N., R. 12 E. or N $\frac{1}{2}$ Sec. 6, T. 16 N. R. 13 E. within 90 days and complete same in six months and unless a well is drilled and completed on either the NW $\frac{1}{4}$ Sec. 36, T. 17 N. R. 12 E. or the N $\frac{1}{2}$ of Sec. 6 T. 16 N. R. 13 E. within one year from this date and unless a well is completed on NW $\frac{1}{4}$ of SEC/ 36, T. 17 N., R. 12 E. in less than Two years.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to the party of the first part or may be deposited to his credit at Commercial Bank of Checotah, Okla., And further upon the payment of One Dollar at any time after this date by the party of the second part, its heirs, successors and assigns, to the party of the first part, his heirs, successors and assigns, said lessee shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

It is understood that a well as expressed herein shall be not less than 2000 feet deep unless oil or gas is found in paying quantities at less depth.

All the conditions between the parties hereto shall extend and apply to their heirs successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, and seals, the day and year first above written.

Signed, sealed and delivered John Murray (SEAL)
in the presence of: Lucy Murray (SEAL)

STATE OF OKLAHOMA,)
COUNTY OF MCINTOSH.)

BEFORE ME, a Notary Public, in and for said County and State, on this the 18th, day of May 1909, personally appeared John Murray & Lucy Murray, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL of Office this 18th, day of May 1909.

R. R. Randall, Notary Public, Checotah, Okla.,
(SEAL) My commission expires August 31, 1911.

Filed for record at Tulsa, Okla., Jun. 29, 1909, at 9 o'clock A. M.

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

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