COMPARED

No. 1078.

Doneghy Investment Company,
To
Doneghy Oil Company, } Oil and Gas Grant.

P. D. M.
P. I. M.
P. L.
C. L.
C. D.
C. I.

This Agreement, Made and entered into this 8 day of October A.D. 1906, by and between Doneghy Investment Company a corporation organized and incorporated under the laws in force in Indian Territory, party of the first part, and the Doneghy Oil Company, of Muskogee, Indian Territory, party of the second part,

Witnesseth: That the party of the first part, for and in consideration of the sum of Two Hundred 00/100 Dollars, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be kept and performed, do hereby grant and convey unto the second party, its successors and assigns, all the oil, gas and coal in and under the following described premises, together with the exclusive right at all times to enter upon, operate for and procure oil, gas and coal upon said premises, namely, all that certain land situate in the Creek Nation, Indian Territory, described as follows, to-wit: The North half of South East quarter and East half of North East quarter of South West quarter Section Twenty Three (23) Township Seventeen (17) North Range Fourteen (14) East containing One Hundred acres more or less.

This grant is made for a period of 25 years from this date and as much longer as oil, gas or coal is found in paying quantities under the terms and conditions hereinafter contained.

The party of the second part agrees to deliver, to the party of the first part one tenth of the oil realized from these premises, or pay the market price therefor in cash, at the option of the first party, and four cents per ton for coal.

If gas is found in any well or wells, first party is to have on demand sufficient gas from such well or wells for domestic purposes on said premises free; and said second party is to have the remainder, together with all gas from oil wells for their own use. If, however, second party shall sell or market gas from any well producing gas only, it shall pay first party therefor $5.00 per year, for and during the time such gas shall be sold or marketed, said payment to be made on each well within sixty days after commencing to use the gas therefrom, and annually thereafter. Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises.

The second party shall have the privilege of using sufficient water from the premises, and if necessary, to drill wells therefor, to run all necessary machinery, and shall have the right to at any time remove all buildings, structures, pipe, machinery and fixtures placed on said premises, including the right to draw and remove casing.

In case no well for oil or gas be drilled on said premises nor coal be mined within ten years from the date hereof, all rights and obligations secured under this contract shall cease upon written notice given by the party of the first part for that purpose, unless the second party shall elect from year to year after said written notice is given to continue this grant in force as to all or any portion of said premises by paying an annual rental of fifteen cents per acre for said premises, said rental to be paid quarterly in advance, the first payment to be paid in ten days after the service of said written notice; said rental to be paid to first party, provided, however, that the second party shall have the right to terminate this grant by notice in writing, or by surrendering this grant, and shall thereafter be released from all obligations and liabilities under the same. The second party shall have the right to erect, lay, maintain and remove all pipes, pipe lines, machinery and structures necessary for the production, preservation and transportation of oil, gas and coal produced on said premises. The second party shall have the right to discharge any incumbrance on said premises, and shall have a lien