

Whenever first party shall request it second party shall bury all oil and gas lines which are laid over tillable ^{ground} ~~land~~. Said party also agrees to pay all damages done to crops by reason of laying and removing of pipe lines. No well shall be drilled nearer than 150 feet of residence now on premises.

Second party agrees to commence a well on said premises within two months or pay to first party at the rate of Twenty (\$20.00) Dollars for each 3 months, in advance thereafter the commencement of such well is delayed. All moneys falling due under the terms of this grant shall be paid direct to the party of the first part, or to the credit of the first party at the Central National Bank, of Tulsa Oklahoma.

It is mutually agreed by and between the first and second parties hereto that in further consideration for the payment of said sum of One Dollar, and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to ^{release and} terminate this grant at any time. Thereafter the liabilities of both first and second parties herunder shall cease and determine: No large steel storage tanks to be built on above described premises without the consent of the first party.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have thereunto set their hands and seals, this 16th, day of October, 1908.

Witness.:

William R. Short (SEAL)
Guardian of Annie L. Creek

Edw. A. Atkinson

W. F. Daley (SEAL)

Thos. Whesly

R. H. Shrewsbury (SEAL)

STATE OF OKLAHOMA, COUNTY OF MUSKOGEE.) SS.

On the day of October 16th, A. D., 1908, before me, the subscriber, a in and for Said County and State, personally appeared William R. Short, as guardian of Annie L. Creek, a minor, To me known to be the identical person named in and who executed the ~~within and~~ foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, including the release and waiver of rights under the Homestead and Exemption laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal on the date above written.

Jeff D. Ellis, Notary Public.

(SEAL) My commission expires July 23, 1912.

STATE OF OKLAHOMA, TULSA COUNTY, AT TULSA, OKLAHOMA/

I hereby certify that this instrument was filed for record in my office on Oct. 13, 1908 at 11.55 o'clock P. M. and is duly recorded in Record 44, Page 333.

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

Filed for record at Tulsa, Dec. 4, 1908, at 11.30 P. M.

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