

the same except that first party shall have the full 1/8 part of all oil produced and saved on the premises and first party agrees to accept said share of said oil as full compensation for all products of each well in which oil is found. Said real estate and premises are located Tulsa County Okla and described as follows, to-wit :

The N W Seven and seventy Two One Hundredths acres of Lot Two (2)

Sec 30 Twp 20 Range I3 containing 7.72 acres more or less, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of this state .

To have and to hood said premises for said purposes for the term of five years from this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the product of each well in which gas only is found, shall be marketed from said premises , the second party will pay to the first party therefor at the rate of One Hundred Dollars per annum and give the first party free gas at the well for one dwelling house during the same time on the premises . First party to make her own connections, at well at her risk and expense .

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

Second party agrees to commence a well on said premises within one year from date or pay to first party at the rate of One Dollar per acre for each year thereafter the commencement of said well is delayed . All moneys falling due under the terms of this grant may be paid direct to the first party or to the credit of first party at the First National Bank of Muskogee Okla .

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 all liabilities of both first and second parties hereunder shall cease and determine .

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 herunto set their hands and seals this 17th day of August 1908 .

witness,

Edward C Ryan

G.D. Farrar

State of Oklahoma)
County of Muskogee) SS

Martha Hamilton

Seal

W.S. Mowris

Seal

On the day of August 17 A D 1908 before me the subscribed a Notary Public in and for said County and State, personally appeared Martha Hamilton to me known to be the identical person named and who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for including the release and waiver of rights under the homestead exemption laws, for the uses and purposes therein set forth and ~~xxxxxx~~ desired that it might be recorded