

be made each well within sixty days after commencing to use the gas therefrom as afore-said, and to be paid yearly thereafter, while the gas from said wells is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises. And further to complete a well on said premises within one Year from the date hereof, or pay at the rate of Ten and No/100 Dollars quarterly in advance for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and is is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant. Such payments may be made direct to Jay Johnson or deposited to his credit in Farmers National Bank of Tulsa Okla.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all ~~machinery~~ necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of Two and No/100 Dollars at any time by the party of the second part, his successors or assigns, to the party of the first part, his heirs or assigns, said party of the second part, his 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.

Bannis Smith

B.J.Vann

his  
Jay X Johnson Seal  
mark

Jno F Hayden Seal

#### ACKNOWLEDGEMENT.

State of Oklahoma )  
( SS  
Tulsa County . )

Before me a Notary Public in and for said County and State on this 1st day of September 1908 personally appeared Jay Johnson 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 purpose therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

SEAL. My commission expires Jan 21 1911.

Anna H Vann  
Notary Public

Filed for record Sep 1 1908 at 2:40 P.M. H. C. Walkley Reg of Deeds (SEAL)

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-----: APPOINTMENT OF AGENT :----- COMPARED

Know all men by these presents: That the The Rea & Read Mill & Elevator Co Company of Coffeyville in the state of Kansas does hereby nominate and appoint for itself and successors the following named person, to-wit:

Clyde J Sawyer whose residence is at Tulsa in the County of Tulsa as its true and lawful agent and Attorney within the State of Oklahoma, as required by Section 3 of Article 23 Chapter 18 of the Statutes of Oklahoma, for 1903.

And the said Company does hereby authorize the aforesaid person to acknowledge service of process for and in behalf of said Company in said State, consenting that