

price therefor in cash the equal 12 1/2 part of all oil produced and saved from these premises, and 2nd : To pay \$ 150.00 Dollar per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter while the gas from said well 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.

The party of the second part further agrees that in case no well is drilled for oil or gas within One Year from the date hereof, all rights and obligations secured under this grant and demise shall cease unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of \$ 80.00 per year for all of said lands or such portion thereof as the party of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to Ben Brown or deposited to his credit in The Wagoner National Bank of Wagoner Oklahoma.

It is agreed that the second part is to have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said ~~xxxx~~ premises; and, further upon the payment of One Dollars at any time after giving three months notice 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 the following signatures and seals.

Ben Brown Seal
Guardian of Lottie Brown.

WITNESS:

APPROVED Aug 10 1908 W.E.Drake
County Judge.

ACKNOWLEDGEMENT.

State of Oklahoma  SS
Wagoner County.

Be fore me, a Notary Public in and for said County and State on this 10 day of August 1908 personally appeared Ben Brown as legal guardian of Lottie Brown a minor to me known to be the identical person 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.

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

SEAL. My commission expires 3/17/09

W.O.Rittenhouse
Notary Public

Filed for record Sep 4 1908 at 11:40 A.M. H.C.Walkley Reg of Deeds (SEAL)