

produced in paying quantities thereon .

In consideration of said grant and demise, the part of the second part agrees to deliver to the party of the first part one-eighth of the oil realized from the premises, in tanks at the well without cost or pay th selling price at the well therefor in cash at the option of the party of the first part . If gas is found in any well or wells on said premises, the party of the first is to have, upon demand, sufficient gas for domestic purposes free of charge; the remainder with all the gas from the oil wells, to go to parties of the second part . If the parties of the second part shall market any gas from any well producing gas only, the party of the first part shall receive therefor at the rate of ( \$50.00) Dollars per annum for all gas so marketed or sold .

The parties of the second part agree to locate ~~all existing and future wells~~ ~~so as not to interfere any more than is reasonably necessary~~ with the houses on the premises . The parties of the second part further agrees that in case no well is drilled for oil or gas within Two years from the date hereof, all rights and obligations secured under this grant and demise shall cease upon notice in writing being served by the party of the first part, unless the parties 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 \$.25 cents per acre for all of said land or such portion thereof as the parties of the second part may designate, until a well is drilled provided ,that, upon the completion of said well the above provided for rental shall cease All payments of said rentals to be made at the Commercial National Bank Muskogee Okla to the credit of the party of the first part . The parties of the second part shall have the right to remove any and all fixtures placed upon said premises . The parties of the second part shall have the right to discharge any incumbrances upon said premises and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred .

It is hereby further agreed that the parties of the second part shall have the right at any time to surrender and terminate this grant and demise by serving written notices upon the party of the first part of such intention , and after which all payments and liabilities to accrue shall cease and determine .

All rights and obligations under this grant and demise shall extend to and be binding upon the heirs, executors or administrators, successors and assigns of the parties hereto .

IN WITNESS whereof the parties have hereunto set their hands and seals the day and year first above written .

Witnesses to signature

ACKNOWLEDGEMENT

State of Oklahoma Muskogee County SS

Before me a Notary Public in and for said County and State on this 25 day of July 1908 personally appeared Elizabeth C DuBois to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 Mar 10 1912 .

J.F. Brett

Notary Public

Filed for record Sep 24 1908 at 1:40 P.M. H.C. Walkley Reg of Deeds (SEAL)

Elizabeth C Du Bois Seal

David N Fink Seal

Joseph I Cromwell Seal