

reserving, however, therefrom 100 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this <sup>grant</sup> ~~lease~~ shall remain in force for the term of 10 years, not to exceed the majority of said ~~mindr~~, from this date, and as long thereafter as oil or gas or either of them, is produced therefrom by the party of the second part, his successors or assigns

In consideration of the premises the said party of the second part covenants and agrees:

1st. To deliver to the <sup>well of the</sup> first part, his heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the well, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises: and,

2nd. To pay One Hundred Dollars 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 and 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 the said 160 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. <sup>such</sup> Said payments may be made direct to Dick Luckey, or deposited to his credit in Wagoner National Bank, at Wagoner Okla.

IT IS AGREED that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery <sup>and at any time to remove all machinery</sup> and fixtures placed on said premises; and, further upon the payment of one dollars, at any time after giving three month's 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:

WITNESS to mark:

Z. I. J. Holt

Ludie Luckey

<sup>his</sup>  
Dick X Luckey (SEAL)  
mark Guardian,  
M. F. Steil (SEAL)

Approved June 9- 1908.

W. T. Drake, County Judge.

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, WAGONER COUNTY, SS.

BEFORE ME, W. T. Drake, County Judge in and for said County and State, on this 9th, day of June, 1908, personally appeared Dick X Luckey, a guardian of Elrena Luckey, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that <sup>he</sup> they executed the same as <sup>his</sup> their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such County Judge, on the day last above mentioned.

(COURT SEAL)

W. T. Drake, County Judge  
ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS: That M. F. Steil, for and in consideration of the sum of One Dollars, the receipt of which is hereby acknowledged has this day transferred, conveyed and sold unto G. C. Hughes all my right title and interest in the foregoing grant. M. F. Steil.