

Southwest Quarter (1/4) of Section Twenty, Township Nineteen North, Range Ten East. Containing One Hundred Sixty acres, more or less, reserving, however, therefrom 200 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for a term of ten years 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, and not beyond the minority of said minor.

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

1st. To deliver to the credit of the 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 wells, 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 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 and all portions of the premises by paying in advance and annual rental of \$80.00 per year for all of said 160 acres 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 Guardian of Mattie Cooks, or deposited to his credit in The 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, and at any time to remove all machinery and fixtures placed on said 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:

Witness:

Luke Thompson (SEAL)
Legal guardian of Mattie Cooks.

Approved May 28th, 1908.

W. T. Drake, County Judge.

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, WAGONER COUNTY, SS.

Before me, a County Judge in and for said County and State, on this 28th, day of May, 1908 personally appeared Luke Thompson, Guardian of Mattie Cooks, 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 purposes therein set forth.

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

W. T. Drake, County Judge. (SEAL)

Filed for record Dec. 21, 1908. at 4.40 P. M. : H. C. Walkley, Register of Deeds (SEAL)