

less, reserving, however, therefrom One Hundred Fifty 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 the term of Seven years 11 mo. 19 days from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the parties of the second part, their successors or assigns.

IN CONSIDERATION OF THE PREMISES the said parties of the second part covenant and agree:

1st. To deliver to the credit of the first party, their 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 12 1/2 part of all oil produced and saved from these premises:

and 2nd: To pay One Hundred Fifty 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 parties covenant and agree: to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The parties 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 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 \$1.00 per acre for all of said Eighty Acres 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 rentals shall cease. Such payments may be made direct to Levi Keys or deposited to his credit in First National Bank, at Pottawatomie, Oklahoma.

It is agreed that the second parties 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 two Dollars, at any time after giving three months notice by the parties of the second part, their successors or assigns, to the parties of the first part, their heirs or assigns, said parties of the second part, their 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:

Levi Keys (SEAL)

APPROVED March 3rd, 1909.

Guardian of Herbert G. Keys, a minor.

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

A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA,)
; SS.
WAGONER COUNTY.)

Before me, The County Judge in and for said County and State, on this 3rd, day of March 1909, personally appeared Levi Keys, as Guardian of Herbert G. Keys, 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.

(COURT SEAL)

W. T. Drake, County Judge.

Filed for record at Tulsa, Okla. Mar. 10, 1909. at 9 O'clock A. M.

H. C. Walkkey, Register of Deeds (SEAL)

.....