

Said part-- also agrees to pay all damages done to crops by reason of laying and removing of pipe lines. No well to be nearer than 150 feet of residence now on premises.

Second party agrees to commence a well on said premises within one hundred twenty days 120 from date or pay to first party at the rate of \$2.00 pr. ace Dollars for each 6 months thereafter the commencement of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to the first part-- or to the credit of first party at the--

-----Bank-----

It is mutually agreed by and between the first and second parties hereto that in further consideration for the payment of said sum of One Dollar and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to release and terminate this grant at any time. Thereafter all liabilities of both first and second party hereunder shall cease and determine. Lease to released after 120 days or pay \$2.00 per acre for six months more.

Second party shall have the right to use sufficient gas, oil and ~~water~~ water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this-----day of-----1909.

Witness:
O.W. Joshua,
W.L. McKee

J.W. Simmons (seal)
F.C. Simmons (seal)
Fred D. Murphy (seal)
her
Hester x Murphy (seal)
mark
C.A. Bower & G.C. Stebbins
c/o C.A. Bower.

State of Oklahoma)
County of Wagoner) S.S.

On the day of 6th of December A.D. 1909 before me the undersigned Notary Public in and for said County and State, personally appeared J.W. Simmons F.C. Simmons, Fred Murphy, Hester Murphy to me known to be the identical persons named in, and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded. *as such*

Witness my hand and official seal on the date above written.

(SEAL)

O. W. Joshua

My commission expires Jan 9th, 1913.

Filed for record at Tulsa Dec. 6, 1909 at 1:45 o'clock P.M.

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