

Vince Littleton, guardian of Nelson Littleton, a minor, of McIntosh County, Oklahoma, party of the first part, and E.H. Bispham of Muskogee, Oklahoma, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed has granted and conveyed, and by these presents does grant and convey unto the said party of the second part his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said product

All that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

Northeast quarter (NE $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) and east twenty acres and the east twenty acres of the West twenty-one and 75/100 acres of Lot three and east twenty acres and the east twenty acres of the west twenty one and 78/100 acres of Lot four and the southeast quarter (SE $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) all of section seven (7) township nineteen (19) North range ten (10) east containing one hundred and sixty acres, more or less, reserving however, therefrom 250 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 five 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.

IN CONSIDERATION OF THE PREMISES <sup>said</sup> the party of the second part covenants and agrees; 1st--To deliver to the credit of the first party 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 one eighth 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 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 upon three months notice in writing being served by the party of the first part, 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~~ <sup>the</sup> annual rental of fifty cents per acre for all or the said land 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 Vince Littleton guardian of Nelson Littleton (a minor) or deposited to his credit in the First National Bank at Chascotah, Oklahoma.