

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, her 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 the se premises:

And 2nd. To pay One Hundred and Fifty Dollars per year for the gas from each and every gaswell drilled on said premises/ the product form 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 farther agree, that in case no well is commenced within thirty days from the date of cancellation of Departemental Lease, all rights and obligations secured under this grant and de,ise shall cease. Such payment may be made direct to fist party or deposited to her credit in First National Bank of Tulsa, Okla. Second parties agree to pay the further sum of \$250.00 bonus five days after cancellation of Departemental Lease.

IT IS AGREED, that the second parties is to have the privilege of using sufficient water, gas & Oil 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 three months notice by the parties of the second part their successors or assigns, to the party of the first part, her 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:

Delilah Tyner (SEAL)

G. C. Reed.

Kreps & Shrewsbury, By R. H. Shrewsbury.

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

STATE OF OKLAHOMA, T U L S A COUNTY.) SS:

BEFORE ME, a Notary Public, in and for said County and State, on this 5th, day of July 1909, personally appeared Delilah Tyner, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

W. S. McCluskey, Notary Public.

(SEAL) My commission expires May 25, 1911 .

Filed for record at Tulsa, Okla., Jul. 6, 1909, at 11.50 o'clock A. M.

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