

of Buffalo, State of New York, 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 Judge of County Court of Muskogee County, Okla. 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 its 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 products, ALL that certain tract of land situate in Tulsa County, Oklahoma, to-wit:

South Half of the South East quarter and (South East quarter of the South West quarter) and the south half of the south east quarter of the south west quarter all in section 21, Town 19 North Range 10 east, containing one hundred forty acres, more or less, reserving however, therefrom 150 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 to expire with the majority of said minor on March 1, 1926.)

IN CONSIDERATION OF THE PREMISES the said 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 annual rental of \$12.00 per acre for all of 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 William Thompson Guardian of Tobias Thompson, a minor, or deposited to his credit in First National Bank of Haskell, at Haskell, Oklahoma.

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 Two Dollars at any time after giving three months' notice