

them is produced therefrom by the party of the second part, his successors or assigns.

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 1/8 part of all oil produced and saved from these premises; and 2nd--To pay 150 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. And further, to complete a well on said premises within three months from the date hereof, or pay at the rate of ten (10) dollars, quarterly, in advance, for each additional 3 months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant. Such payments may be made direct to James G. Unger or deposited to his credit in Bank of Commerce, Tulsa, Okla.. Second party agrees to pay for damages to growing crops caused by him

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 one dollars, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the party of the first part, his heirs or assigns, said party of the second part, its 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.

James G. Unger (seal)

William R. Golden (seal)

Acknowledgment.

State of Oklahoma)
Garfield County (S.E.

Before me a Notary Public in and for said county and state, on this 5th day of January 1910 personally appeared James G. Unger 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 Notary Public on the day last above mentioned.

(seal)

C.P. Fillebrown, Notary Public.

My commission expires Oct 30" 1910