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It is agreed that this grant shall remain in force during the minority of said ward.

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 successors 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 Fifty (50.00) 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 Fifty cents 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 Said party of the first part or deposited to his credit in Bank of Warner 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 One Dollars at any time after giving three months' notice by the party of the second part his successors or assigns to the party of the first part his successors or assigns, said party of the second part his 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:

Wm. M. Kerr

(seal)

Acknowledgment.

State of Oklahoma, Muskogee County, S.S.

Before me a Notary Public in and for said County and State, on this 15 day of February 1910 personally appeared Wm. M. Kerr, Guardian of Ora Smith, a minor, 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.