

It is agreed that this grant shall remain in force for the term of 5 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 ^{heirs} 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 parties heirs and 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 8th part of all oil produced and saved from ^{and 2nd. to pay \$50.00 Dollars per year for the gas from each and every gas well drilled on said premises} these premises; the produce 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 12 months from the date hereof, all rights and obligations secured under this grant ^{and demise} shall cease, 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 \$1.00 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 shall be made direct to Ben Burgess or deposited to his credit in The Union Trust Co.

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 Dollar at any time after giving three months' notice by the party of the second part his successors or assigns, to the parties of the first part their heirs 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

Ben Burgess (seal)

Lydia Burgess (seal)

Acknowledgment.

State of Oklahoma, Tulsa County, S.S.

Before me Chas T. Renter in and for said county and state, on this 5th day of May 1910, personally appeared Ben Burgess and Lydia Burgess (his wife) to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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)

Chas. T. Renter, Notary Public.

My commission expires Dec 10, 1911.

Filed for record at Tulsa, Okla. May 5 1910 at 2:25 o'clock P.M.

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