

containing Thirty seven and one half (37½) acres, more or less, reserving, however, therefrom One hundred 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 of fifteen (15) 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 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 part--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 these premises; and 2nd--To pay 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. And further, to complete a well on said premises within Two-----from date hereof, or pay at the rate of Twenty five and no/100 Dollars per year in advance for each year 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 Sardie Gooden or deposited to her credit in Bank of Commerce in Tulsa, 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 and no/100 dollars to the party of the first part, her 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:

Witness:

H.U. Payne.
R.D. Fuller.

her
Sardie x Gooden (seal)
mark
Party of the first part.

Samuel C. Davis. (seal)
Party of the second part

ACKNOWLEDGMENT.

STATE OF OKLAHOMA TULSA COUNTY S.S.

Before me a Notary Public in and for said County and State, on this 15th day of Feby 1910, personally appeared Sardie Gooden 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.

(seal)

Arthur Farmer, Notary Public.

My commission expires May 29, 1913.