

containing 80 acres more or less, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of this state.

To have and to hold said premises for said purposes for the term of 10 years from this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the product of each well in which gas only is found shall be marketed from said premises, the second parties will pay to the first parties therefor at the rate of one hundred dollars per annum and give the first parties free gas at the well for one dwelling house during the same time on the premises. First parties to make their own connections, at well at their risk and expense.

Whenever the first parties shall request it, second parties shall bury all oil and gas lines which are laid over tillable ground. Said parties also agrees to pay all damages done to crops by reason of laying and removing of pipe lines. No well to be nearer than 300 feet of residence now on premises.

Second party agrees to commence a well on said premises within 30 days from date or pay to first party at the rate of \$12.50/100 dollars for each month thereafter the commencement of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to the first parties or to the credit of the first party at the Bank of Claremore on the 1st day of each month thereafter..

It is mutually agreed by and between the first and second parties that in further consideration for the payment of said sum of one dollar and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to release and terminate this grant at any time. Thereafter all liabilities of both first and second party hereunder shall cease and determine.

Second party shall have the right to use sufficient gas, oil and water to drill all wells, and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties hereunto ^{have} set their hands and seals, this 21st day of May 1910.

J. B. Burgess (seal)

Witness:
J.C. Morrison

Elizabeth Burgess (seal)

State of Oklahoma, County of Rogers, SS.

On the day of 21st day of May A.D. 1910, before me, the subscribed--a Notary Public in and for said county and state, personally appeared Jessie B. Burgess Elizabeth Burgess his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

Witness my hand and official seal on the date above written.

(seal)

William H. Fry, Notary Public.

My commission expires May 29th 1913.