

from the premises for operating purposes, and if necessary the right to drill for it on said premises.

The parties of the second part to have and to hold the premises for and during the term of Two (2) years from date hereof, and as much longer as oil or gas is found or produced in paying quantities thereon.

In consideration of the said grant and demise, the parties of the second part agrees to deliver to the party of the first part one-eighth (1/8) of the oil realized from the premises, in tanks at the well without cost, or pay the selling price at the well therefor, in cash, at the option of the party of the first part. If gas is found in any well or wells on said premises, the party of the first part is to have, upon demand, sufficient gas for domestic purposes free of charge, the remainder, with all the gas from the oil wells, to go to the parties of the second part. If the parties of the second part shall market any gas from any well producing gas only, then the party of the first part shall receive therefor at the rate of One Hundred and Fifty dollars per annum for each gas well for all gas so marketed or sold.

The parties of the second part agrees to locate wells so as not to interfere any more than is reasonably necessary with the houses on the premises.

The parties of the second part further agree that in case no well is commenced to be drilled for gas within sixty days from the date hereof and continued with due diligence to completion, all rights and obligations secured under this grant and demise shall cease. All payments of said rentals to be made at the First State Bank, Bristow, Oklahoma to the credit of the party of the first part.

The parties of the second part shall have the right to remove any and all fixtures placed upon said premises.

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The parties of the second part shall have the right to discharge any incumbrance upon said premises and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred.

It is hereby further agreed that the parties of the second part shall have the right at any time to surrender and terminate this grant and demise by serving written notice upon the party of the first part of such intention after which all payments or liabilities to accrue shall cease and determine.

All rights and obligations under this grant and demise shall extend to and be binding upon the heirs, executors, or administrators, successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

Bernard B. Jones (seal)

H.C. Tyrell (seal)

Witness to signatures:

E. B. Miller (seal)

State of Oklahoma, Creek County, SS.

Before me M.V. Chandler, a Notary Public in and for said county and state, on this 29th day of August, 1910, personally appeared Bernard B. Jones, H.C. Tyrell and E.B. Miller 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.