

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 six months from date hereof or pay, in advance, semi annually, an annual rental of Two (\$2.00) Dollars per acre for all of said land; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rentals under this provision for the remainder of the terms of this grant; provided, however, that in the event that the second party shall not complete a well on said premises within Eighteen (18) months from date hereof, that this lease shall become null and void and all rights of extension shall be terminated and cease. Such payments shall be made direct to Coody Fee, Guardian of Rosella Fee, or deposited to his credit, as such Guardian, in the First National Bank of Muskogee, Oklahoma. And provided, further, that the second party hereby assumes and agrees to pay all damages to growing crops, or—chards and fences upon said land, resulting from or arising out of, the mining of said land for oil and gas, or from the erection of tanks pipe-lines or other structures, under the terms of this lease.

It is Further Agreed by and between the parties hereto that the second party shall have the privilege of using sufficient water from the premises to run all necessary machinery ^{at any time to remove all machinery and} and fixtures placed on said premises; and, further upon the payment of Five (\$5.00) Dollars at any time after giving three months' notice by the party of the second part 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 this} terms shall cease and determine, and this grant shall become absolutely null and void.

In witness of which said agreement we have executed this agreement in triplicate, at Muskogee, in the County of Muskogee and State of Oklahoma, this 10th day of September, 1910.

Coody Fee, Guardian of Rosella Fee,
a Minor, Party of the first Part.

C.E. Roth, Party of the Second Part.

State of Oklahoma, County of Muskogee, SS.

Before me F.E. Fancher, a Notary Public within and for the County and State aforesaid, duly commissioned and acting as such, this 10th day of September, 1910, came Coody Fee, to me personally well known, and acknowledged to me that he executed the foregoing instrument, as his free and voluntary act and deed, and as his free and voluntary act as Guardian of Rosella Fee, a minor, for the uses and purposes therein mentioned and set forth.

In witness whereof I have hereunto set my hand and seal as such Notary Public, the day and year last above written.

(seal)

F.E. Fancher, Notary Public,
Muskogee County, Oklahoma

My commission expires the 24th day of Sept. 1913.