

accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Okla. and described as follows, to-wit: NW 1/4 of the SW 1/4 Sec. 31 T 18 N R 13 containing 40 acres more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

To have and to hold said premises for said purpose for the term of five 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 party will pay to the first party therefor at the rate of two hundred dollars per annum and give the first party free gas at the well for domestic purposes for dwelling house during the same time

Whenever the first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. Second party also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence <sup>buildings</sup> on premises.

Second party also agrees to complete a well on said premises within six months from date or pay to first party at the rate of five dollars per acre per annum thereafter the completion of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to the first party or deposited to the credit of the first party at the----Bank of Jenks, Okla.

In further consideration for the payment of said sum of One dollar first above mentioned first party grants unto second party the exclusive option and right to release and terminate this grant at any undrilled portion thereof at any time; thereafter all liabilities of second party as to the portion released shall cease and determine.

It is further agreed by the second party that in case they cease to operate said lease that then shall remove all machinery from the premises within sixty days or pay at the rate of one dollar per day until all machinery and equipment are removed from the premises.

Second party shall have the right to use sufficient right to 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 of the parties hereto.

In witness whereof, the parties have hereunto set their hands and seals this 12th day of October 1910.

J.E. Hoffman, (seal)

A.L. Hoffman (seal)

Witness:

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State of Oklahoma, Tulsa County, SS.

I, Herschel B. Hamilton in and for said county, in the state aforesaid, do hereby certify that J E. Hoffman and A.L. Hoffman his wife, personally known to me to be the same person whose names subscribed to the foregoing