

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 portion of the premises.

The party of the second part further agrees that in case no well is drilled for oil or gas within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease upon three months notice in writing being served by the party of the first part, unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of 50¢ per acre for all of said land or such portion thereof as the party of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to lessor or deposited to his credit in Oklahoma State Bank of Muskogee, 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 five dollars at any time after giving three months notice by the party of the second part his successors or assigns, to the party of the first part his heirs 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 its terms shall cease and determine, and this grant become absolutely null and void.

Witness the following signatures and seals.

Clarence L. Thomas, (seal)

Witness:

Acknowledgment.

State of Oklahoma, Muskogee County SS.

Before me a Notary Public in and for said County and State on this 7th day of September 1910, personally appeared Clarence L. Thomas, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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)

Cora Buchanan, Notary Public.

My commission expires June 1, 1914.

Filed for record at Tulsa, Okla Sep. 12, 1910 at 8 o'clock A.M.

H.C. Walkley, Register of Deeds (seal)