

payable quarterly in advance as ^{here} provided for; but this right shall not be exercised by the grantee after ten years from the date hereof, if within that time oil or gas is not found on the said premises in paying quantities, but, if so found this instrument ~~and~~ and grant shall continue in full force and effect so long as oil or gas is produced from the said premises in paying quantities.

13. When the grantee shall have ~~one~~ drilled upon the said premises, the extent of future operations thereon shall be such only as the grantee in his business judgment ~~deems~~ best. But whenever a well producing oil or gas or either of them in such quantities as to make it a paying investment, is drilled in on adjoining property and within three hundred feet of the line of the above premises, the Grantee, shall within thirty days after its completion, commence a well to offset the same or such offset being a producing gas well, the grantee may pay a sum equal to the royalties as herein provided for gas wells, and not be required to drill said offset well, or forfeit the ~~undrilled~~ drilled portion of the premises, save only twenty acres in square form about each well, if any, drilled on the premises, the well as nearly as possible in the center thereof.

14. There are no covenants or agreements express or implied between the parties hereto save only such as are rectified herein

15. This grant and all the terms thereof shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

16. The words "Grantor" and "Grantee" and all pronouns referring to them, whenever used in this instrument shall be taken and held to mean, cover and embrace the persons first above named as such parties, whether such persons be natural or artificial or singular or plural in person or masculine, feminine or neuter in gender

In Witness whereof the parties hereto have executed and delivered this indenture the day and year first above written.

Witness

Edw. Lynn

Jacob Bittle (SEAL)

Arminday Bittle (SEAL)

J. K. Kepley

State of Oklahoma, County of Creek,

On this 30 day of December 1910 before me, Moses C. Berry a notary public within and for the county of Creek in the State of Oklahoma appeared in person Jacob Bittle & Armindia Bittle, husband and wife known as the persons whose names appears upon the within and foregoing deed of conveyance as the party grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and we do hereby so certify.

Intestimony whereof I have hereunto set my hand as such notary public in the County of Creek on the 30th day of December 1910

(SEAL)

Moses C. Berry

State of Oklahoma, County of Creek, ss

Be it remembered, that on this 30 day of December A. D. 1910 before me a notary public in and for said county and state personally appeared J. K. ~~Kepley~~ and personally known to me and known to me to be the same ~~and~~ identical person described in and who executed the foregoing indenture and in due form of law acknowledged to me that he executed the same and that it is his free and voluntary act and deed for the uses and purposes therein set forth to wit: and that the same might be recorded as such.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written: