

the party of the second part his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, all that certain tract of land, situate in Tulsa county, Oklahoma, to-wit:

The southwest quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$) and one (1) acre square in southwest corner of northwest quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$) all in section number (14), ^{fourteen} township 16 north, range 12 east, containing forty-one (41) acres, more or less, reserving, however, therefrom (200 ft) two hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced by the party of the second part his heirs successors or assigns.

In consideration of the premises the said party of the second part covenants, and agrees 1st to deliver to the credit of the first part their heirs ~~and~~ assigns, free of cost in the pipe line to which it may connect its wells, or in tanks at the wells or pay the market price therefor in cash, the equal one-eighth part of all oil produced and saved from these premises; and 2nd to pay one hundred & fifty dollars per year for the gas from each and every gas well drilled on said premises; 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 portions of the premises.

The party of the second part further agrees that in case no well is drilled for oil or gas within six months 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 to continue this grant and demise in force as to any or all portions of the premises by paying in advance a semi-annual rental of \$1.00 per acre for all of said lands 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 Lewis F. Banes and Margaret J. Banes or deposited to their credit in the First National Bank of Mounds, 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 forty-one dollars, at any time after giving three months' notice by the party of the second part his heirs successors or assigns, to the party of the first part their heirs or assigns, said party of the second part his heirs 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:

J. Y. Stevenson.

Lewis F. Banes

Margaret J. Banes

T. F. Gailey

State of Oklahoma, Creek county, ss.

Before me, a notary public in and for said county and state, on this 4th day of