

Jacob Hilton & Wf.) This Agreement, Made and entered into this 28th day of
To) May A. D. 1910, by and between Jacob Hilton of Loveland
H. B. Seybold) and Wife of the County of Ohio and State of West Vir-
) ginia, of the first party, and H. B. Seybold of Wheel-
ing, West Va, of the second party;

Witnesseth, That the said party of the first part, for and in consideration of the sum of One 00/ Dollar to him in hand well and truly paid by the second party, the receipt of which is hereby acknowledged, and the agreements herein-after mentioned, to be paid and performed by the second party, does grant, demise and let, and by these presents has granted, demised and let unto the second party all the oil and gas, and with the exclusive right of drilling and operating for said oil and gas, with the right of way over said premises to the place of operating, the right to lay and maintain necessary pipe lines and build structures thereon, and the right to remove, at any time, any machinery, structures or fixtures placed on said premises by the second party, all that tract of land situated in Triadelphia District, ~~Township~~ Ohio County, and State of West Va bounded and described as follows, to-wit:

On the North by lands of Wm Baker
On the East by ~~lands of~~ Stackyard Road (Robt. Marshall's Road)
On the South by lands of Mr. H. Weisaur (Harry Whitsur)
On the West by ~~lands of~~ Stackyard Run
containing Two Lots, Nos. 4 and 5, Facing 100 feet on Stackyard Road, ~~Acres, more or less.~~

The second party is to have and to hold the said premises, for and during the term of ^{one} ~~five~~ years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the first party the one-eighth part or share of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe line to the first party's credit; and should any well produce gas in sufficient quantities to justify marketing, the first party shall be paid at the rate of Five hundred 00/ Dollars per year for each well so long as the gas therefrom shall be sold.

It is agreed that no wells shall be drilled within ____ feet of the buildings now on the premises without consent of both parties.

Provided, however, that if a well is not ^{completed} ~~commenced~~ on said premises within Four Months from date hereof, then this agreement shall be and become null and void as if no lease had been made.
~~unless the second party shall pay to the first party at the rate of~~
~~Dollars, for each~~ ~~delay, until drilling is commenced thereon; said payments,~~
~~if the second party elects to pay the same, may be paid direct to the first party,~~
~~or by check or draft payable to order of and mailed to~~ ~~P. O. address,~~
~~or may be deposited to credit of~~

If gas is found in paying quantities on the above farm, the first party shall have free gas for their dwelling. Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm; and to pay all damage done to growing crops and fences caused by operations under the lease;

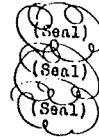
also retains the right to use sufficient gas, oil and water from premises to run necessary machinery.

It is understood and agreed between the parties to this agreement, that all terms and conditions between the parties hereunto shall extend to their heirs, successors, executors, administrators and assigns.

In witness whereof, we have hereto set our hands and seals, the day and year first above written.

Witness:
Sara Tenters

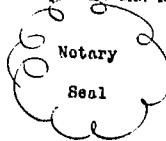
Jacob Hilton
Josephine Hilton
H. B. Seybold



State of West Virginia, County of Ohio, to-wit:

I, Wm W. Rogers a Notary Public of the said county of Ohio do certify that Jacob Hilton and Josephine Hilton his Wife whose names are signed to the writing above bearing date the 28th day of May 1910, has this day acknowledged the same before me in my said county.

Given under my hand and Notarial Seal this 17th day of October 1910.



Wm. W. Rogers, Notary Public.
Commission Expires Dec. 4, 1919.

1525 Chapline Street,
Wheeling, West Va.

The erasures and interlineations are copied verbatim from the original copy left in this office for recordation.

West Virginia, Ohio County, Set:

I, John H. Wells, Clerk of the County Court of said County, do Certify that the foregoing writing, bearing date on the 28th day of May 1910, with the Certificate of Acknowledgment thereto, was presented for and by me admitted to record in my office as to the parties therein named this 16 day of February 1912, at 2:55 P. M.

Teste:

John H. Wells Clerk.