

-----()-----@ OIL AND GAS GRANT @-----()-----

AGREEMENT ,

Made and entered into the 26th day of August A.D. 1908 by and between Alford Soderhjelm a single man of Bixby Oklahoma Oklahoma, party of the first part and R.E. Markham of Tulsa Oklahoma party of the second part .

WITNESSETH: that the said party of the first part for and in consideration of the sum of sixty dollars in hand well and truly paid by the said party of the second part thereceipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed has granted and conveyed and by these presents does grant and convey unto the said party of the second part, his successors or assigns, for the sole and only purposes 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 North west quarter of the South west quarter ( NW 1/4 of SW 1/4 ) of section Thirteen ( 13 ) Township seventeen ( 17 ) and Range thirteen ( 13 ) east of I.M. containing forty (40) acres more or less, reserving therefrom fifty 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 ten years from this date and as long thereafter as oil or gas or either of them, is produced therefrom by the party of the second part his 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 party his <sup>heirs</sup> or 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: 2nd . To pay one <sup>on said premises</sup> eighth of earnings of all gas produced and to be paid semi -annually thereafter while the gas from said well ~~or~~ or wells 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. And further to complete a well on said premises within Twelve Months from the date hereof, or pay at the rate of <sup>2</sup> Dollars ~~from the date of completion of such well~~ quarterly in advance for each additional 3 months such completion is delayed, from the time above mentioned for the completion of such well until a well is completed ; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant . Such payments may be made direct to Alford Soderhjelm or deposited to his credit . If one well is not completed at a depth of twenty five hundred feet or oil is found at a lesser depth within twelve months from the date of this contract this contract or grant shall become null and void and if oil is found the parties of second part shall continue drilling until eight wells shall be brought in .

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