

GIVEN under my hand and the seal of this Court this 17 day of September 1908

Certificate of true Copy

State of Oklahoma )

Tulsa County . )

SS

*Court Seal*  
N.J. Gubser  
Judge of the County Court .

I G.W. Davis Clerk of the County Court in and for the County and State

aforesaid do hereby certify that the instrument hereto attached is a full, true and correct copy of Order Granting permission to issue new deed in Probate No 187 as the same now appears of record in this office .

Witness my hand and the seal of said Court at Tulsa Oklahoma, this 17 day of Sept 1908 .

G.W. Davis  
Clerk of the County Court .

COURT SEAL.

*Filed for record Sep 21-1908 at 4 P.M.*  
*H.B. Wackley Register of Deeds Seal*

COMPARED

-----: ARTICLE OF AGREEMENT :-----

IN CONSIDERATION of the sum of one Dollar the receipt of which is hereby acknowledged Jay Johnson of Tulsa Oklahoma of the first party hereby grant unto John S. Mc Carthy second party, all the oil , gas and other minerals found in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating and to ~~erect~~ <sup>erect</sup> and maintain all buildings and structures; and the exclusive right to lay all pipes or sluices necessary for the production and transportation of oil, gas or other minerals taken from the said premises . Excepting and reserving, however, to the first part One Tenth ( 1/10) part of all oil , or other minerals produced and saved from said premises, to be delivered in the pipe line by the second party, namely, All that certain lot of land situated in the Township ~~Twenty~~ County of Tulsa in the State of Oklahoma, described as follows, to-wit :-

SE 1/4 of the NE 1/4 Sec 30 <sup>town</sup> ~~20~~ 20 N R 13 East . containing forty (40) acres, more or less .

If gas only is found in quantities large enough to transport then party of the first part Jay Johnson to receive One Hundred Fifty for the product of each and every well so transported, and also free gas for dwelling on the above described land, for heating and lighting purposes . This agreement holds good as long as oil or gas is found in paying quantities on the above land .

The party of the second part agrees to drill within one year or pay annually thereafter the sum of fifty cents per acre per annum for such delay . All money due to be deposited to the credit of the first party in the Central National Bank at Tulsa Oklahoma .

The second party shall have the free use of sufficient gas, oil and water to run all ~~necessary~~ machinery for operating the wells on the above premises and adjoining farms operated by second party and also the right to remove all property at any time , and may cancel and annul this agreement or any undrilled portion thereof at any time and be released from all monies due or to become due by paying the first party the consideration of Five Dollars and cancelling this agreement . If no well is producing gas or oil