

Continued

IN CONSIDERATION of the sum of One Thousand Dollars, the receipt of which is acknowledged by the first party, The United States Loan & Trust Company, of Muskogee, Okla. a corporation first party hereby grants and conveys unto J. R. Ewing, of Tulsa County Oklahoma, second party all the oil and gas ^{and} under the premises hereinafter described, together with the said premises for the purposes and with the exclusive right to enter thereon at all times, by himself, agents and assigns or employees to drill and operate wells for oil and gas and water, and to erect maintain and occupy, repair and remove all buildings, telephone poles and wires, structures pipe lines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas ^{and} water thereon, and ^{the} transportation of oil, gas or water upon and over said premises and the highways along the same, except that the first party shall have the ^{full} one eighth part of all oil produced and saved on the premises, and first party agrees to accept ^{such} share of ^{oil} said oil as full compensation of the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Oklahoma, and described as follows, to wit:

All of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section Twenty Seven (27) and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section No. 27 Tp. 19 Range 12 E. Except the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section No. 27 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and also that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section lying ^{north} ~~NE~~ of the Frisco System Railroad and West of the East line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section No. 27, all in Township No. Nineteen (19) N. Range Twelve (12) E. Tulsa County, Okla. containing 77 acres, more or less, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of ^{this} ~~the~~ State.

To have and to hold said premises for said purposes for the term of ten years from this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that while the product of each well, ^{in which} ~~there~~ gas only is found, shall be marketed from said premises, the second party will pay to the first party ^{therefor} ~~thereafter~~ at the rate of one eighth part of all the gas sold and give the first party free gas at the well for one dwelling house during the same time on the premises. First party to make own connections at the well at his own risk and expense.

Whenever first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. Said ~~second~~ ^{also} party agrees to pay all damages done to growing crops by reason of laying and removing of pipe lines. No well to be nearer than ¹⁵⁰ ~~150~~ feet of residence now on said premises, except by permission of first party.

Second party agrees to commence a well on said premises within 30 days from date or pay to first party at the rate of Fifty Dollars for each month, thereafter the commencement of said well is delayed. All moneys falling due under ^{the term of} ~~this grant~~ may be paid direct of the first party or to the credit of the first party at the Oklahoma State Bank, Muskogee, Okla.

It is mutually agreed by and between the first and second parties hereto that in further consideration for the payment of ^{paid} ~~the~~ sum of One Dollar and all sums due ^{hereunder} ~~hereafter~~ to date of surrender of ~~this lease~~ by second party, first party grants unto second party the right to release and terminate ^{grant} ~~this lease~~ at any time. Thereafter all liabilities of both first and second parties ~~shall~~ ^{hereunder} shall cease and determine.

It is further agreed that said second party shall protest all lines with offset wells within 60 days and to drill at least three wells within six months from date.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to and be binding upon the ^{the} ~~the~~