

of May 1924, personally appeared Chas. W. Thompson President of THE AETNA BUILDING & LOAN ASSOCIATION, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Term expires March 19th, 1928

(SEAL)

Geo. F. Richardson, Notary Public
Shawnee County, Kansas.

Filed for record in Tulsa County, Tulsa Oklahoma, May 23, 1924 at 1:10 o'clock P. M. in Book 488, page 250

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

258938 C.J.

OIL AND GAS GRANT
(Inclusive of Royalty)

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That B. E. Capps and Hazel F. Capps, his wife, (hereinafter called the (Grantors), of Tulsa, Oklahoma, for and in consideration of One & No/100 Dollars (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Waite Phillips (hereinafter called the "Grantee"), of Tulsa, Oklahoma a full undivided one-half Interest of all the oil and gas and oil and gas rights in or under, or which may hereafter be found on or produced from, the following described land situate in Tulsa County, State of Oklahoma, to-wit: INTERNAL REVENUE
2.00

South-half of the Northeast Quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$)

of Section 16, Township 19N, Range 12E together with the irrevocable right, at all times, of possession and ingress and egress, for the purpose of exploring, mining and drilling said land for said minerals, and extracting, storing, transporting and marketing the same therefrom, and all other rights, and privileges necessary, incidental, customary or convenient to the economical development and exploration of said land for said minerals, and the right of removing from said land all property and improvements (including casing) placed or erected thereon (as fixtures or otherwise) by Grantee, or his assigns; and warrant the title to the same. (a) RESERVING, however, similar rights to the owners of that portion of said minerals not hereby conveyed; and PROVIDED, that out of all of said minerals produced and saved from said land by any of the owners of such mineral rights, each of the others shall be entitled to receive his or its respective share thereof, or its market value, after deducting from such share its proportionate part of the cost of extracting and caring for the whole.

TO HAVE AND TO HOLD all the above granted property, estate, interests and easements, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto the said Grantee, his heirs, executors, administrators, successors and assigns forever, free, clear and discharged of and from all former grants, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature, save those hereinafter mentioned; and without any obligation to explore or develop the oil or gas resources of said land.

(b) This conveyance is subject to an oil and gas lease on said land, made by B. E. Capps and Hazel F. Capps, his wife, as lessor, to Waite Phillips Company, as lessee, dated the 26th day of April, 1924, now held by Waite Phillips Company and of record in the public records of Tulsa County, State of Oklahoma, in Book----- at page-----, or any other now existing oil and gas lease on said land; which shall be affected hereby only to this extent, viz: This conveyance is intended, and shall operate, to pass to and vest in the Grantee herein, and his assigns, the right and title to a full undivided one-half interest of all the rents, oil and gas royalties, and other benefits, reserved to the lessors in said lease or leases, hereafter accruing or to accrue thereunder from the above described land. But