respects as though party of the second part were the owner in fee simple of lands to the extent of the interest in the oil and gas rights and other interest hereby conveyed and assigned.

Subject, however to my rights now existing to lessee or their assigns wider any valid and subsisting oil and gaz leases heretofore executed by the then owner of the fee to said lands; it being understood and agreed that said party of the second part shall have, receive and enjoy his interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof, and during the life of this grant.

It is agreed that this grant shall remain in force for a term of 3 years from July 3rd 1924 and if oil or gas or either of them is produced from any part of said land in paying quantities during such period this grant shall thereafter continue in full force and effect until neither oil or gas in paying quantities has been produced from said land for a period of one year.

Party of the first part, for himself his executors, administrators, heirs and assigns hereby covenant that he will forever warrant and defend the title to said lands herein described and the rights and privileges hereby conveyed and assigned; and covenants and agrees to and with party of the second part that said land described and said rights and privileges conveyed and assigned are free from liens and encumbrances of every kind except A valid existing oil and gas lease

Party of the first part further agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees $\frac{1}{2}$ that party of the second part, his executors, administrators, heirs and assigns shall have the right et any time to redeem for party of the first part, his heirs and assigns, by payment any mortgage, taxes, or other liens on the above land, in event of default of payment by party of the first art and be subrogated to the rights of the holder the cof.

It is agreed and understood between the parties hereto that party of the second part buys the interest herein mentioned subject to a certain provision in an oil and gas grant from $J_{
m acob}$ N. Bowlin, under date of July 3rd, 1924, to $H_{
m arry}$ B. Stone, whereby under certain conditions the sum of \$25,00 is to be said annually; and second party hereby agrees to pay his proportionate part of \$83.35 of said amount in accordance with the terms of the conveyance to Harry B. Stone as mentioned

TO HAVE AND TO HOLD said right, privileges and property unto said party of the second part, his executors, administrators, heirs and assigns, free, clear and discharged of and from all former grants, taxes, judgments, mortgages and other liens and encumbrances, except as above stated.

IN TESTILIONY WHEREOF we sign this 4th day of October, 1924. Note: The signature by mark of a person who cannot write his name must be witnessed by two witnesses, one of whom must write person's name near such mark. Witnesses to mark.

Harry B. Stone.

STATE OF OKTAHOMA, COUNTY OF TULSA.) ss. Before me, the undersigned, a Notary Fublic, in and for said County and State on this 7th day of October 1924, personally appeared Harry B. Stone to me known to be the identical person who executed the within and foregoing instrument and acknow ledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. My commission expires January 10, 1928. Marie Herndon, Notary Public. Filed for record in Tulsa County, Tulsa, Oklahoma on October 7, 1924 at 3:30 P. M. o'clock recorded in book 496, page 437. By Brady Brown, Deputy.

O. G. Wesver, County Clerk. (Seal)