

Form 3

DORSEY Printing Company, Dallas, Texas-4331

AGREEMENT, Made and entered into the 4th day of May, A. D. 1909, by and between  
Louisa Miller & Otto S. Miller, her husband  
 of multahgee, Okla.  
 and Henry H. Medlen  
 of the second part,  
 WITNESSETH that the said part 1st of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said party  
 of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said part 1st 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 purpose 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:  
SE 1/4 of SE 1/4 of NE 1/4 of Sec. 19, Twp. 21 N. R. 17 E.

Containing Two acres, more or less, reserving, however, therefrom five 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 there-  
 from 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 part their  
 heirs 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 1/2  
 part of all oil produced and saved from these premises; and 2nd-To pay 150.00 Dollars per year for the gas from each and every gas well drilled  
 on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the  
 gas therefrom, as aforesaid, and to be paid yearly thereafter, while the gas from said well is so used.

Second party covenants and agrees to located 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 from the date hereof or pay at the rate of 10 Dollars  
 quarterly, in advance, for each additional three 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 the party of the first part or deposited to credit in

The party of the second part further agrees that in case no well is drilled for oil or gas  
 within one year from the date hereof, all rights and obligations secured under this  
 grant and demise shall cease upon three months notice in writing being served by  
 the party of the first part, unless the party of the second part shall elect four  
 year to year to continue this grant and demise in force as to any or all portions of  
 the premises by paying in advance an annual rental of \$1.00 per year for all of said  
 premises or such portion thereof as the party of the second part may designate, until a well is  
 drilled; provided that, upon the completion of said well, the above provided for rental shall  
 cease, such payments may be made direct to them at multahgee, Okla., or deposited to  
credit 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 to remove  
 all machinery and fixtures placed on said premises; and, further, upon the payment of Two dollars Dollars, at any time after  
 giving three months' notice by the party of the second part, his successors or assigns, to the party of the first part, her heirs or assigns, said party of the second  
 part, his successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue  
 of it, terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

Phenial Brown  
Louis Medlen

Louisa Miller [Seal.]  
Otto S. Miller [Seal.]  
Henry H. Medlen [Seal.]  
 [Seal.]  
 [Seal.]

#### ACKNOWLEDGMENT.

State of Oklahoma, Cherokee County, ss.  
 Before me, a Notary Public in and for said County and State, on this 4th day of May, 1909,  
 personally appeared Louisa Miller & Otto S. Miller and Henry H. Medlen  
 to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their  
 free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

My commission expires May 13<sup>th</sup> 1910

#### ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS, That Henry H. Medlen Dollars, the receipt of which is hereby acknowledged, has this day  
 for and in consideration of the sum of 150.00 Dollars, transferred, conveyed and sold unto Henry H. Medlen  
 my Henry H. Medlen in the foregoing grant.

#### ACKNOWLEDGMENT OF TRANSFER.

State of Oklahoma, Cherokee County, ss.  
 Before me, Robert B. Bean, a Notary Public, in and for the County and State aforesaid, on this 10 day  
 of May, 1909, personally appeared Henry H. Medlen  
 to me known to be the identical person who executed the above and foregoing assignment, and acknowledged to me that he executed  
 the same as his free and voluntary act and deed for the uses and purposes therein expressed and set forth.  
 WITNESS My hand and notarial seal at Cherokee the day and year last above written

My commission expires May 13<sup>th</sup> 1910 Notary Public.

State of Oklahoma, Cherokee County, ss.  
 This Instrument was filed for Record on the 10 day of May, A.D. 1909, at 10 o'clock AM.  
H. C. Mackley, Reg. of Records  
 By Henry H. Medlen Deputy. [SEAL] Clarke