

Form 3

DORSEY Printing Company, Dallas, Texas-1911

AGREEMENT, Made and entered into the 19th day of May 1909, A. D. 1909, by and between

Tom Kirk, Guardian of Albert Kirk minor of Tahlequah
Oklahoma, part 4 of the first part, and Capital Oil Company as Corporation
of Buffalo New York part 4 of the second part,

WITNESSETH, That the said part 4 of the first part, for and in consideration of the sum of One Dollar to him 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 party 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 Adair County, Oklahoma, to-wit:

the southeast quarter of the northeast quarter and the southwest quarter of the northeast quarter of section twenty six (26) township twenty (20) north, range thirteen (13) east

Containing eighty (80) acres, more or less, reserving, however, therefrom four 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 therefrom 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 his 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 1/8th

part of all oil produced and saved from these premises; and 2nd-To pay one hundred and fifty (\$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 one year from the date hereof, or pay at the rate of twelve (\$12.00) 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 Tom Kirk, Guardian or deposited to his credit in

First National Bank of Tahlequah, Oklahoma

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 Ten (\$10.00) Dollars, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the part 4 of the first part, his heirs or assigns, said party of the second part, its 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:

WITNESS:

E. P. Parris
J. Conway

Tom Kirk [Seal]
Guardian of Albert Kirk minor [Seal]
Capital Oil Company [Seal]
Howard H. Foreman [Seal]
Vice President [Seal]

ACKNOWLEDGMENT.

State of Oklahoma, Cherokee County, ss.

Before me, a Notary Public in and for said County and State, on this 19th day of May 1909, personally appeared Tom Kirk, Guardian of Albert Kirk minor to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 Nov. 19, 1910. (Seal) Samuel P. Nicholson
Notary Public

ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS, That

for and in consideration of the sum of _____ Dollars, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto _____ my _____ In the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER.

State of Oklahoma, _____ County, ss.

Before me, _____, a Notary Public, in and for the County and State aforesaid, on this _____ day of _____ 19____, personally appeared _____ to me known to be the identical person who executed the above and foregoing assignment, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein expressed and set forth.

WITNESS My hand and notarial seal at _____ the day and year last above written

My commission expires _____ Notary Public.

State of Oklahoma, _____ County, ss.

This Instrument was filed for Record on the _____ day of June A.D. 1909, at 2:30 o'clock P. M.

By _____ Deputy.

(SEAL)

W. E. Swalley Deputy Clerk