

DORSEY PUBLISHING COMPANY, DALLAS, TEXAS

AGREEMENT, Made and entered into the 27th day of July

A. D. 1909, by and between

Robert Kirk of the first part, and David C. Seussburg and George A. Foreman of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar to me 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, have granted and conveyed, and by these presents do grant and convey unto the said party of the first part, their 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:

SW¹ of NW¹ N² of S⁶ of NW¹ S⁶ of S⁶ of NW¹ of section 8 Township 20N range 14E.

Containing (70) Seventy acres, more or less, reserving, however, therefrom 150 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 5 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, 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 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 one month from the date hereof, or pay at the rate of 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 or deposited to credit in

The parties of the second part further agree 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 parties of the second part shall elect from 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 \$70.00 per year for all of said land or such portion thereof as the parties of the second part may designate, until a well is drilled, provided that upon the completion of said well the above provided for rentals shall cease, and payments may be made direct to or deposited to credit in

IT IS AGREED That the second party 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, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the party of the first part, its 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:

John Culver
Bern Davis
Benj Kittinger

Robert Kirk
David Seussburg
George A. Foreman

[Seal.]
[Seal.]
[Seal.]
[Seal.]
[Seal.]

ACKNOWLEDGMENT.

State of Oklahoma, Muskogee County, ss.

Before me, a Notary Public in and for said County and State, on this 27th day of July, 1909, personally appeared Robert Kirk

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 Dec. 28 1910.

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 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 _____ 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 16 day of Aug A.D. 1909, at 9:30 o'clock a.m.

By _____ Deputy.

(SEAL)

H.C. Mackley, Rec. of Deeds
Clerk