

Form 3

JOHNLY PRINCE COMPANY, DALLAS, TEXAS - 171

AGREEMENT Made and entered into the 8th day of January, 1910, A.D. 1910, by and between Henry Fidd, as the legal guardian of Henry Mayberry, a minor of Wagoner Oklahoma, part 1 of the first part, and William R. Golden of Bartlesville, Oklahoma part 2 of the second part.

WITNESSETH, That the said part 1 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 Tulsa County, Oklahoma, to-wit: The northeast quarter of the southeast quarter of section 18, and the southwest quarter of the northwest quarter of section 14, all Township 19 north, range 10 east.

Containing eighty acres, more or less, reserving, however, therefrom one hundred 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 party 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 1/8 part of all oil produced and saved from these premises; and 2nd-To pay one hundred fifty 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 locate 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 one 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 owed under this provision during the remainder of the term of the grant. Such payments may be made direct to him or deposited to his credit in

The party 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 unless the party of the second part shall elect from year to year to continue this grant and demise in force with any or all portions of the premises by paying in advance and annual rental of \$40.00 per year for all of said land or such portions thereof as the party of the second part may designate, until a well is drilled, provided that upon the completion of said well, the same shall be provided for rentals shall cease. Such payments may be made direct to Henry Fidd or deposited to his 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 one (\$1.00) Dollars, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the part 1 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:

approved this 8th day of January, 1910.  
W. T. Drake  
County Judge of Wagoner  
County, Oklahoma.

Henry Fidd [Seal]  
Guardian.  
William R. Golden [Seal]  
[Seal]  
[Seal]

#### ACKNOWLEDGMENT.

State of Oklahoma, Wagoner County, ss.  
Before me, a County Judge in and for said County and State, on this 8th day of January, 1910, personally appeared Henry Fidd, as the legal guardian of Henry Mayberry, a 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 County Judge on the day last above mentioned.  
Seal W. T. Drake  
County Judge

My commission expires \_\_\_\_\_

#### ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged, has this day for and in consideration of the sum of \_\_\_\_\_ 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 5 day of Feb, A.D. 1910, at 1 o'clock P. M.

By \_\_\_\_\_ Deputy. [SEAL] Mc. Wackley, Reg. of Deeds