

Void  
COMPARED  
RECORDED

Form 3  
AGREEMENT. Made and entered into the 22<sup>nd</sup> day of March, A. D. 1910, by and between Sarah Meyers, a minor, by her guardian, R.C. Fleming, of Muskogee, Muskogee County, State of Oklahoma, part of the first part, and Robert Oglesby, part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Hundred Fifty Dollars, hereinafter contained on the part of 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 do 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 North west quarter of Section Twenty (20), Township Nineteen (19) North, Range Ten (10) East of the Indian Base and Meridian

Containing 1.60 acres, more or less, reserving, however, therefrom One Hundred Fifty (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 ten years from this date, and as long thereafter as oil or gas, or both of them, is produced therefrom by the party of the second part.

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 his heirs or assigns, free of cost, in the pipe line to which he may connect his wells, or to tanks at the well, or pay the market price therefor in cash, the equal One-eighth (1/8) part of all oil produced and saved from the 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 used. Said party of the second part may have the privilege of using gas for his home by a 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 One (1) Dollar per acre 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 his credit in

Alama State Bank, Muskogee, 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 One Dollar per acre, at any time after the expiration of the term of the second part, his successors or assigns, to the part of the first part, his 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:

Witness:  
Sarah Meyers, a minor, [Seal]  
By R.C. Fleming Guardian [Seal]  
Robert Oglesby, [Seal]

ACKNOWLEDGMENT.  
State of Oklahoma, Muskogee County, ss.  
Before me, I. H. Bassett, a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of March, 1910, personally appeared R.C. Fleming, a guardian of Sarah Meyers, 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 on this 22<sup>nd</sup> day of March 1910 on the day last above mentioned.  
I. H. Bassett  
Notary Public.  
My commission expires May 29, 1913

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, Tulsa 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 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, Tulsa County, ss.  
This Instrument was filed for Record on the 24<sup>th</sup> day of Mar A.D. 1910, at 4 o'clock P. M.  
By \_\_\_\_\_ Deputy. [SEAL] F.C. Walkley Clerk.

\* hereby releasing and mining all right under and by virtue of the homestead exemption laws of this State.

X Muskogee has more authority to a well in this place than second party may operate the well in this place.