

COMPARED

HORSE Trading Company, Dallas, Texas, Tex.

AGREEMENT, Made and entered into the 15th day of April, A. D. 1910, by and between J. E. Pomlinson of Pecos, Okla. and Seth Ely, William Higginbottom and Carl Anderson of Oklahoma, parties of the first part, and John A. Steel of Pecos, Okla., parties of the second part.

WITNESSETH, That the said parties 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 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 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 Pecos County, Oklahoma, to-wit:

The North West quarter of Section 16, Twp 19 N Range 10 E, being the former allotment of Ned Doyle and the West Half of the North East quarter of Section 16, Twp 19 N Range 10 E, being a part of the former allotment of John Cobb

Containing 240 Acres together with all structures, more or less, reserving, however, therefrom two 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 parties 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 1/8

part of all oil produced and saved from these premises; and 2nd—To pay 1/8 revenue received for the gas from each and every gas well drilled on said premises; the product from which is marketed 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 in cash, 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 50 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 parties of the first part or deposited to their credit in

the Central Natl Bank, Pecos, Okla. It is understood and agreed that this lease is a settlement in full of the agreement entered into on the 7th day of January 1910. It is further understood and agreed by both parties hereto that if both the first and second wells when completed fails to produce oil or gas in paying quantities and if the party of the first part fails to operate the lease for a period of consecutive six months, then this lease and grant becomes null and void

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 Dollars, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the parties of the first part, their 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. All subsequent corrections made before signing

WITNESS the following signatures and seals:

WITNESS:

E. J. Moorhead

J. E. Pomlinson
Seth Ely
William Higginbottom
Carl Anderson
John A. Steel

[Seal.]

[Seal.]

[Seal.]

[Seal.]

[Seal.]

ACKNOWLEDGMENT.

State of Oklahoma, Pecos County, ss.

Before me, a Notary Public in and for said County and State, on this 15th day of June, 1910, personally appeared J. E. Pomlinson, Seth Ely, William Higginbottom, Carl Anderson 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 April 16, 1914

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 _____, A.D. 19____, at _____ o'clock _____ M.

By _____ Deputy.

[SEAL]

Clerk.