

Form 3

QUESTY FILLER COMPANY, Tulsa, Okla. - 1910

AGREEMENT, Made and entered into the day of July, A. D. 1910, by and between C. E. Tyler a single man, Louis A. Tyler and Carrie V. Tyler of Skatook Oklahoma, parties of the first part, and Kemp & Hayden Co. partners, composed of E. R. Kemp and John F. Hayden, of Tulsa, 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, 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: Lot three (3) and west half of the Northwest Quarter of the Southeast Quarter of Section Twenty Six (26) Township Twenty two (22) North, Range Twelve (12) East.

Containing twenty eight and 63/100 (28.63) acres, more or less, reserving, however, therefrom 100 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 one and two weeks 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, their 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 one eighth part of all oil produced and saved from these premises; and 2nd-To pay Two Hundred 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 Three Months from the date hereof, or pay at the rate of Twenty-five and no/100 Dollars, quarterly in advance, for each additional three month 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 C. E. Tyler or deposited to his credit in

The Bank of Skatook, Oklahoma. First parties are to have gas for one dwelling free of cost, by making their own connections to oil wells drilled within 400 feet of the line of this land, and also to pay a reasonable damage done to crops and fences in season of operations on the premises. It is agreed that if second party does not drill a well to a depth that oil sand is found in that locality, within one year and 2 weeks this lease is 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 Two and no/100 Dollars, at any time after giving three months' notice by the party of the second part, their 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.

WITNESS the following signatures and seals:

WITNESS:

A. M. Donald  
F. F. Cochran

C. E. Tyler [Seal]  
Louis A. Tyler [Seal]  
Carrie V. Tyler [Seal]  
Kemp & Hayden [Seal]  
by Jno. F. Hayden [Seal]

#### ACKNOWLEDGMENT.

State of Oklahoma, Tulsa County, ss.  
Before me, a Notary Public in and for said County and State, on this 29 day of July, 1910, personally appeared C. E. Tyler and Louis A. Tyler 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 Aug. 31-1910

#### 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, Illinois Christian County, ss.  
Before me, J. H. Alexander a Notary Public in and for the County and State aforesaid, on this First day of August, 1910, personally appeared Carrie V. Tyler to me known to be the identical person who executed the above and foregoing assignment, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein expressed and set forth.

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

My commission expires April 22nd 1913 [Seal] J. H. Alexander Notary Public.

State of Oklahoma, Tulsa County, ss.  
This Instrument was filed for Record on the 6 day of Aug, A.D. 1910, at 10<sup>45</sup> o'clock A. M.

By \_\_\_\_\_ Deputy. [SEAL] H. G. Wakeley Clerk.