

COMPARER

Form 3

MURPHY PRINTER COMPANY, DENVER, COLORADO

AGREEMENT, Made and entered into the 29th day of September, A. D. 1910, by and between F. E. France of the first part, and L. N. Shaffer of the second part, Oklahoma, party of the first part, and L. N. Shaffer of the second part, Tulsa (Oklahoma) part of the second part.

WITNESSETH, That the said party 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, had 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:

South East quarter of North West quarter and North East quarter of South West quarter and North East quarter of South East quarter of South West quarter of Section Number (18) Township twenty-two (22) North and Range (13) East

Containing 90 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, 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 28 part of all oil produced and saved from these premises; and 2nd—To pay \$1.50 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 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 the party of the second part or deposited to credit in the hands of the first part further agrees 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 part of the first part herein the part of the second part shall elect from year to year to continue this grant and demise in force to any or all portions of the premises by paying in advance an annual rental of \$1.00 per acre for oil or gas produced or which portion thereof at the rate of the second part may designate until a well is drilled, provided that upon the completion of said well, the above provided for rental shall cease. Such payments shall be made direct to F. E. France or deposited to his credit in the Commercial National Bank of 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, 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, 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 its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS:

M. B. BlackF. E. France

[Seal]

L. N. Shaffer

[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 29th day of September, 1910, personally appeared F. E. France of Muskogee, Oklahoma 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 Sept 13th 1911.

(Seal)

W. D. Burns
Notary Public

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 7th day of October, 1910, 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 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 7 day of Nov, A.D. 1910, at 8:25 o'clock A.M.By H. B. Wakeley Deputy.

[SEAL]

H. B. Wakeley Reg. of Deeds
(Seal) Clerk.