

by and between Dan Kain ^{of} Tulsa, Oklahoma, party of the first part, and Gardner Steel of Tulsa Oklahoma, party of the second part,

WITNESSETH: that the said part-- or the first part, for and in consideration of the sum of One Hundred dollars 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 South West Quarter (SW $\frac{1}{4}$) of section Nine (9) Township 19 North Range 10 East containing 160 acres, more or less, reserving, however, therefrom 200 feet around the building 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 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 $\frac{1}{8}$ part of all oil produced and saved from these premises; and 2nd:-- To pay 150 Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used on the premises; said payments to be made on each well within sixty days after commencement 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 six months from the date hereof, or pay at the rate of 50 cts. per acre quarterly, in advance, for each additional 3 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 party of the 1st part.

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 dollars, at any time to the party of the first part, his 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.

Dan Kain (seal)

Jame Kain (seal)