

Witness: John A. Steel
Edw. L. Moorhead.

ACKNOWLEDGMENT.

State of Oklahoma,)

Tulsa County (S.S.

Before me a W.O. Buck in and for said County and State on this 11th day of November A.D. 1909, personally appeared Dan Kain and Jane Kain, his wife, to me identified by Gardner Steel) 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. (SEAL)

W. O. Buck, Notary Public.

My commission expires July 7th, 1911.

Filed for record at Tulsa Nov. 15 1909 3:15 o'clock P.M.

H.C. Walkley Register of Deeds (SEAL)

OIL AND GAS GRANT.

AGREEMENT, Made and entered into the 3rd day of November A.D. 1909 by and between Lewis Kernal, Guardian of Fannie Kernal, a minor, of Inola, Okla. Oklahoma, party of the first part, and Gardner Steel, of Tulsa, Okla. party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Eighty 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: Southeast quarter (SE $\frac{1}{4}$) of Section 6, Twp. 19, N. Range 10 E. containing One-Hundred & Sixty acres, more or less, reserving, however, therefrom 200 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, its 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 part-- 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 \$150.00 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