

Ethan A. Hitchcock, Secretary.
By Oliver A. Phelps, Clerk.

Filed for record on the 15 day of May 1905, at 2 o'clock P.M. and recorded in Book 7, Page 592.

Tams Bixby, Commissioner to the Five Civilized Tribes.

By Hal Belforc, Clerk.

Filed for record at Tulsa, Okla. Dec 20, 1909 at 4:30 O'clock P.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

OIL AND GAS GRANT.

AGREEMENT, Made and entered into the 15th day of December, A.D. 1909 by and between Willie C. Davis, guardian of Herbert Davis, a minor, of Haskell Oklahoma, party of the first part and A.F. Ault, of Tulsa, Oklahoma, party 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, has granted, and conveyed, and by these presents does grant and convey unto the said party of the second part, his heirs 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:

North East Quarter of Section Twenty six (26) Township Nineteen (19) North, Range Thirteen (13) East containing 160 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 9 years from this date.

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 successors 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 \$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 days after recommending 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.

The party of the second 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 party of the first part, unless the party of the second part shall elect from year to year to continue this