

and terminate this grant ar any undrilled portion thereof at any time; thereafter ^{all} the li-
abilities of the second parties as to the portion released shall cease and determine.

Second parties shall have the right to use sufficient gas, oil and water to drill
all wells and for all purposes necessary of convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and
assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
17th, day of June 1909.

WITNESS: C. B. Haikey.

Robert Fry (SEAL)

Cornelia Fry (SEAL)

ACK NOW LEG GEM ENT.

STATE OF OKLAHOMA, TULSA COUNTY.) SS?

Before me, a Notary Public, in and for said County and State, on this 17th, day of
June 1909, personally appeared Robert Fry and Cornelia Fry, to me known to be the iden-
tical persons who executed the within and foregoing instrument and acknowledged to me that
they 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.

C. B. Haikey, Notary Public.

(SEAL) My commission expires 2/15/13.

Filed for record at Tulsa, Okla., Jul. 3, 1909, at 10.55 o'clock A. M.

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

OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by
the first part T. J. Shimp and Millie Shimp, first parties hereby grant and convey unto
John C. Smith and W. H. Reese, second parties all the oil and gas in and under the
premises hereinafter described, together with the said premises for the purpose and with
the exclusive right to enter thereon at all times by themselves, agents and employees
to drill and operate wells for oil, gas and water, and to erect, maintain, occupy, repair
and remove all buildings, telephone poles and wires, structures, pipe lines, machinery
and appliances that second parties may deem necessary, convenient and expedient to the
production of oil, gas and water thereon, and the transportation of oil, gas and water
on, upon and over said premises and the highways along the same, except the first par-
ties shall have the full one eighth part of all oil produced and saved on the premises,
and first parties agree to accept said share of said oil, as full compensation for all
the products of each well in which gas is found. Said real estate and premises are located
in Tulsa County, Oklahoma, and described as follows, to-wit.

SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of Section 35, Township 18 N/ Range 13 E. , containing forty
acres more or less.

TO HAVE AND TO HOLD said premises for said purposes for the term of two years from
this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that while the product of each well in which gas only is found shall be
marketed from said premises, the second parties will pay to the first parties therefor