

over said premises and the highways along the same, except that first parties shall have the full one eighth part of all oil produced and saved on the premises, and first parties agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Oklahoma, and described as follows ; to-wit:

NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Section 12, Township 17 , Range 13 E. , containing 40 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 oil or gas 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 at the rate of One Hundred & Fifty Dollars per annum, and give the first parties free gas for domestic purposes at the dwelling house during the same time.

Whenever first parties shall request it, second parties shall bury all oil and gas lines which are laid over tillable ground. Second parties also agree to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence buildings on premises.

Second parties agrees to complete a well on said premises within One Year, from date or pay the first parties at the rate of One Dollar per acre per annum thereafter the completion of said well is delayed.

All moneys falling due under the terms of this grant may be paid direct to first parties or to the credit of the first parties at the First State Bank Broken Arrow, Okla.

In further consideration for the payment of said sum of One Dollars first above mentioned, first parties grants unto second parties the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second parties as to the portion release 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 or convenient in operating the same.

The terms and consitions 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 30th, day of June 1909.

WITNESS:

J. H. Shelenbarger (SEAL)

C. B. Haikey.

Mary A. Shelenbarger (SEAL)

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

BEFORE ME, a Notary Public, in and for said County and State, on this 30th, day of June 1909, personally appeared J. H. Shelenbarger and Mary Shelenbarger, 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.

C. B. Haikey, Notary Public.

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

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 10.25 o'clock A. M.

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