

Not ~~Involved in~~ claim for appraisment of improvements under act of March 2, 1907
No removal of restrictions for townsite purposes.

Homestead	30 Ac
Total: Surplus	60 -"

No record of any suit to clear title
Surplus

Land described herein was regularly allotted on Oct 2, 1903, to Henry Spybuck who is
68 years old, full blood Cherokee, Roll No. 10410
No contests

Date Sep 9, 1910. J.G. Wright, Commissioner.
By J.C.K.

Filed for record at Tulsa, Okla Dec 13, 1910 at 3:20 P.M.

H.C. Walkley, register of deeds (seal)

COMPARED

OIL AND GAS GRANT.

THIS INDENTURE, made and entered into this the 13th day of december 1910 by
and between Homer L. Smith and Alice Smith, his wife, of Owasso, Oklahoma, parties
of the first part, and Thomas White party of the second part does

WITNESS That, for and in consideration of the sum of Seventy five (\$75.00)
Dollars, in hand this day paid by the party of the second part to the parties of the
first part, the receipt whereof is hereby acknowledged, the parties of the first part
has this day granted, bargained, sold and conveyed and by these presents does hereby
grant, bargain, sell and convey unto the party of the second part his successors or
assigns, all of the oil and gas in and under the following described tract or parcel
of land, situated in Tulsa county, State of Oklahoma, and described as follows, to-wit:

NW4 of SW4 and N2 of SW4 of SW4 of Sec 28, Twp. 21, N.R. 14 E. containing
sixty acres, more or less, together with the right to enter upon said premises at all
times for the purpose of mining, drilling and operating for oil gas and water, and to
erect and maintain all buildings, structures, pipes, pipe lines and machinery necessary
for the production and transportation of oil gas or water, provided, the parties
of the first part shall have the right to use said premises for farming purposes,
except such part thereof as shall be occupied by the party of the second part, or as are
necessary to be used for the proper development of said land for oil and gas mining
purposes.

It is agreed on by and between the parties hereto as follows:

First. In case no well for oil or gas is commenced to be drilled on said
above described premises within one year of date hereof, all rights and obligations
secured under this grant shall cease and determine, unless the second party shall
elect to continue this grant in force as to all of said premises by paying an annual
rental of one (\$1.00) dollars per acre, payable quarterly in advance for all of said
premises for each year until said well is commenced, but these continuances may not
exceed five (5) years from this date, and if by such time party of the second part
shall not have commenced a well all his right hereunder shall cease.

Second. It is expressly declared that if oil or gas be found in paying
quantities, then the party of the second part shall become at once vested with an
estate in and to said minerals, with the right to produce the same as long as either
of said minerals shall be produced in paying quantities.

Third. Should oil be found upon said premises in paying quantities, the
party of the second part hereby agrees to and shall pay to the parties of the first
part, out of the proceeds of all oil produced and saved from said premises, the one
eighth (1/8) part of said proceeds as royalty, but is under no obligations to find