

Witness my hand and official seal the day and year above set forth.

(seal)

G.J. Turner, Notary public

My commission expires Jany 21, 1912

Filed for record at Tulsa, Okla Dec 17, 1910 at 2:05 P.M.

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

COMPARED

OIL AND GAS GRANT.

AGREEMENT, Made and entered into the---day of December 16th, A.D. 1910, by and between A.E. Garza and L.G. Garza, his wife, of Tulsa Oklahoma, parties of the first part, and John M. Riley, of Muskogee, Oklahoma, party of the second part,

WITNESSETH that the said parties of the first part, for and in consideration of the sum of \$130.00 to them 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 party of the said party of the second part, to be paid kept and performed, have granted, and conveyed, and by these presents do 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: S/2 of SW/4 of Sec 8, and NE/4 of SE/4 and SE/4 of NW/4 of SE/4 of Sec 7 Township 20, North, Range 13 East, containing 130 acres, more or less, reserving however, therefrom 200 feet around the building on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain <sup>in</sup> force for the term of five 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, his 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 parties heris and 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 commencing 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 cultivation portions of the premises.

The party of the second part further <sup>and</sup> 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 parties of the first part, unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance a n annual rental of \$1.00 per acre for all of said premises or such portion thereof as the party of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to A.E. Garza and L.G. Garz, his wife, or deposited to their credit in- - - - -

It is agreed that the second party is to have the privilege of using