

Witnesseth, that the Grantor, for and in consideration of Four Hundred (\$400.00) dollars, lawful money of the United States of America unto him in hand well and truly paid by the Grantee, at or before the ensesaling and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned and conveyed and by these presents does grant, bargain, sell, assign and convey unto the said Grantee, his heirs, successors and assigns, all the petroleum oil and natural gas lying or being in, under or beneath all that certain piece of land situate in Tulsa County, Oklahoma, and bounded and described as follows:

Southeast quarter of southwest quarter of section 23, Township 18 North, Range 13 East of-----Meridian, containing forty (40) acres more or less.

Together with the exclusive right to enter on the said premises and drill, mine for, produce and remove the said oil and gas and to lay, build, erect, maintain and operate all structures, pipe lines, machinery, appliances, equipment appurtenances and property necessary for the drilling, mining for, production, removal storage, piping and transportation of the said oil and gas.

This grant is made upon the following terms:

1. The grantee agrees to deliver to the Grantor in tanks or the premises or in pipe line with which the wells drilled thereon may be connected, one eighth part of all the petroleum oil produced and saved from the said premises.

2. The Grantee agrees to pay to the grantor the sum of \$200.00 dollars per annum payable quarterly in advance, for each gas well drilled upon said premises which produces gas only and from which gas is marketed off the premises for commercial purposes, but, until gas is so marketed, he shall pay to the grantor, fifty (\$50.00) dollars per annum in advance for each well drilled on the said premises and producing gas only in paying quantities:

3. If the Grantee shall not commence at least one well upon the said premises within one year from the date hereof, this grant shall thereupon become null and void unless the Grantee shall pay to the Grantor the sum of one & 25/100 dollars per acre for each year the commencement of the said well is thereafter delayed, payable quarterly in advance and upon the payment of the said sum of fifty dollars quarterly in advance, this grant shall be continued in full force and effect so long as such quarterly payments are made, as if it contained no further clause, it being understood that the right to prevent such forfeiture by the said payment of fifty dollars per annum, payable quarterly in advance, is paid for and acquired through the consideration herein first above named.

4. The Grantor shall have the free use of gas for domestic purposes for one dwelling house on the said premises, such gas to be delivered to him from and at the mouth of any well drilled on the said premises, but shall be taken and used by him economically and at his own risk and expense.

5. The grantee shall have the right to use free of cost sufficient gas, oil and water from the said premises with which to operate all the machinery used by grantee in carrying on his drilling and pumping operations on this said premises.

6. All pipe lines across lands used for agricultural purposes shall if demanded by the Grantor, be laid below reach of plow.

7. The Grantee shall not drill any well within two hundred feet of any building now on the said premises without the consent of the Grantor.

8. The execution and delivery of this indenture shall constitute a cancellation of any and all prior oil and gas mining grants or leases of the premises.

9. All payments accruing under this grant may be made in cash, direct to the