

until such written request is served upon the Grantee.

10. The Grantee shall have the right at any time either before or for one year after any termination or abandonment of this grant to remove any and all buildings, fixtures, appliances, machinery, equipment and personal property placed by him on the said premises.

11. If the grantor shall during the life of this grant fail to pay any taxes or other lien or incumbrance upon or against the said premises, the Grantee shall have the right to pay the same, and deduct the amount thereof from any payments, due or to become due the grantor hereunder; The grantor hereby releases and waives the benefit of all rights under and by virtue of the homestead exemption laws of the state of Oklahoma.

12. It is expressly declared by the Grantor that this is not a license, option or lease of the above described premises but a conveyance of the oil and gas thereunder upon the terms above recited, and that for the consideration first above named he hereby gives to the Grantee the express right to continue this conveyance in full force and effect, from quarter to quarter after the time above named for the commencing of operations thereon, by the payment of the one hundred twenty dollars per annum payable quarterly in advance as above provided, for, but this right shall not be exercised by the Grantee after ten years from the date hereof if within that time oil or gas is not found on the said premises in paying quantities, but, if so found this instrument and grant shall continue in full force and effect so long as oil or gas is produced from the said premises in paying quantities.

13. When the grantee shall have once drilled upon the said premises, the extent of future operations thereon shall be such as the Grantee in his business judgment deems best. But whenever a well producing oil or gas or either of them in such quantities as to make it a paying investment, is drilled in on adjoining property and within three hundred feet of the line of the above premises, the Grantee shall, within thirty days after its completion, commence a well to offset the same or such offset well being a producing well, the Grantee, may pay a sum equal to the royalties as herein provide for gas wells, and not be required to drill said offset well, or forfeit the undrilled portion of the premises save only twenty acres in square form about each well if any, drilled on the premises, the well as nearly as possible in the center thereof.

14. There are no covenants or agreements express or implied between the parties hereto save only such as are recited herein.

15. This grant and all the terms thereof shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

16. The words "Grantor" and "Grantee" and all pronouns referring to them wherever used in this instrument shall be taken and held to mean, cover and embrace the persons first above named as such parties, whether such persons be natural or artificial or singular or plural or masculine feminine or neuter in gender.

In witness whereof, the parties hereto have executed and delivered this indenture the day and year first above written.

Witness
R.F. Alexander.

Robert Fry (seal)

Cornelia Fry (seal)

State of Oklahoma, County of Tulsa SS.

G.T Braden (seal)

Be it remembered that on this 20th day of December A.D. 1910 before me, a Notary Public in and for said county and state, personally appeared Robert Fry and Cornelia Fry, his wife, personally known to me and known to me to be the same and identical