

OIL AND GAS <sup>Grant</sup>

COMPARED

This indenture made this 15th day of February, A. D. 1911, by and between Oscar K. Eysenbach and Bessie C. Eysenbach, his wife, of Tulsa, Oklahoma, hereinafter called the grantor party of the first part, and Chas F. Noble, W. O. McMillan, and J. T. Leonard, of Girard, Kansas, hereinafter called the grantee, party of the second part.

Witnesseth, that the grantor, for and in consideration of twenty seven hundred \$2700.00 dollars, lawful money of the United States of America, unto him in hand well and truly paid by the grantee, at or before the sealing 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 the southeast quarter of section thirty five and the south-half of the south-half of the south west quarter of the southeast quarter of section thirty five, township nineteen north, range twelve east, and the north three and 67/100 acres of the northeast eight 667/100 acres of lot two in section two township eighteen north, range twelve east, containing fifty four 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 on the premises or in pipe line with which the wells drilled thereon may be connected, <sup>petroleum</sup> one eighth part of all the oil produced and saved from the said premises.

2. The grantee agrees to pay to the grantor the sum of one hundred and fifty dollars per annum, payable quarterly in advance, for each gas well drilled upon the 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 dollars per annum in advance for each well drilled on the said premises and producing gas only in saving quantities.

3. If the grantee shall not commence at least one well upon the said premises within nine months from the date hereof, this grant shall thereupon become null and void, unless the grantee shall pay to the grantor the sum of two hundred dollars; 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 forfeiture clause, it being understood that the right to prevent such forfeiture by the said payment of two hundred dollars per annum, payable quarterly in advance, is paid for and acquired through the consideration hereinfirst 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 the said premises.