

copy of the Order Confirming Lease made in this matter, as the same appears from the records of my office.

In Witness Whereof, I hereunto set my hand and affix the official seal of this Court at Muskogee, Oklahoma, this 14th day of March, 1910.

Court Seal

Wm. F. Wells, Clerk of the County Court.

Filed for record at Tulsa, Okla. Mar. 15, 1910 at 3:05 o'clock P. M.

H. C. Walkley, Register of Deeds (Seal)

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OIL AND GAS GRANT.

AGREEMENT, Made and entered into the 5th day of March A. D. , 1910 by and between S. T. Franklin, Guardian, of Muskogee, Oklahoma, party of the first part, and E.R. Kemp of Tulsa, Oklahoma, party of the Second part.

WITNESSETH, That the said party of the first part , for and in consideration of the sum of Four Thousand Seventy-five Dollars (\$4075.00) to him 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 part of the said party of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents (does 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:

The Southwest Quarter (SW1/4) of Section Nine (9), Township nineteen (19) Range Ten (10)/

Containing one hundred sixty acres, more or less.

It is agreed that this grant shall remain in 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 part, his heirs and assigns, free of cost, in the pipe line to which he may connect his wells, or in tanks at the wells, or pay the market price therefor in cash, the equal one-eighth part of all oil produced and saved from these premises. And 2nd--To pay One Hundred Fifty Dollars, per year for the gas from each *and every gas well drilled on said premises the products 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 cultivated portions of the premises.

The party of the second part further 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 party 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 an annual rental of One Dollar per acre for all of said land or such