

COMPARED

## OIL &amp; GAS GRANT.

THIS GRANT Made this third day of February A. D. 1910 by and between L. W. Lennex of Keystone, County of Pawnee State of Oklahoma party of the first part, and The Elk Oil Company parties of the second part.

WITNESSETH. That the said party of the first part, for and in consideration of the sum of one Dollar in hand and 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 party of the second part, to be paid, kept and performed, has granted, demised, and conveyed and by these presents does grant, demise and convey unto the second party, their heirs, successors, or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, with covenant of general warranty, all that certain tract of land situate in the Township of \_\_\_\_\_ County of Tulsa, State of Oklahoma and described as follows, to-wit:

The East 30 acres of Lot 5, Sec. 6 Town 19 Range 10 E. more particularly described as the E2 SW4 N W4 and E2 W2 S W 4 N W 4 of Sec. 6 Town 19 Range 10 E containing 30 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this grant shall remain in force for the term of ten 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, their successors or assigns, And said party also consents to second party selling or assigning this grant.

In consideration of the premises the said party of the second part covenants and agrees:

1st--To deliver to the credit of the first party his heirs or assigns, free of cost, in the pipe line to which they connect their wells, the equal ONE-EIGHTH (1/8) part of all oil produced and saved from the premises,

2nd--To pay to the first part-ONE HUNDRED Dollars each year, payable quarterly in advance for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3rd--To pay to the first party for gas produced from any oil well and used off the premises at the rate of TWENTY-FIVE Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The parties of the second part agree to complete a well on said premises within Four months from the date hereof, or forfeit all right title and interest in this grant and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land for operation thereon, except water from wells of first party.

When requested by first party the second party shall bury all pipe lines below plough depth.

No well shall be drilled nearer than two hundred feet to the house or barn now on said premises.

Second party shall pay for damages caused by drilling, to growing crops on said lands.

The party of the second part shall have the right at any time to remove all property