

heretofore transferred and assigned to E.M. Arnold.

TO HAVE AND TO HOLD said interest in and to said oil and gas mining lease heretofore by me, so assigned, unto said Eddie Crossley and I.S. Crossley, his heirs and assigns forever.

In witness whereof I have hereunto set my hand on this 28th day of June, 1910.

Joseph Bruner.

State of Oklahoma, Pittsburg County. ✓

On the 28th day of June, 1910, before me, Chester A. Leinbach, a Notary Public in and for said county and State personally appeared Joseph Bruner, to me personally known to be the identical person who executed the foregoing instrument of assignment as grantor, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. (seal)

Chester A. Leinbach, Notary Public.

My commission expires April 7, 1911.

Filed for record at Tulsa, Okla June 30, 1910 at 1 o'clock P.M.

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

AGREEMENT.

COMPARED

IN CONSIDERATION of the sum of One dollar, the receipt of which is here by acknowledged, Eddie E. Crossley and I.S. Crossley of Tulsa, Oklahoma, of the first part hereby grant unto E. M. Arnold second party, all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil or gas and to erect and maintain all buildings and structures, and lay all pipes necessary for the production and transportation of oil or gas taken from said premises. Excepting and reserving however to the first parties the eighth part of all oil produced and saved from the said premises, to be delivered in the pipeline with which second party may connect said wells, namely: All that certain lot of land situate in the Township of-----County of Tulsa, in the state of Oklahoma, described as follows, to-wit: The south half of the North East Quarter of Section 28 Township 19 North range 11 East containing 80 acres, more or less, to have and to hold on the following conditions.

If gas only is found, in sufficient quantities to transport, second party agrees to pay first parties Two Hundred and fifty dollars annually in advance for the product of each and every well so long as the same is transported from said premises, and the first parties to have gas free of cost to heat and light dwelling house. Second party shall bury all oil and gas lines where likely to interfere with the cultivation otherwise, ^{not} and pay all damage done to growing crops by reason of burying and removing said pipe lines. In case no well is completed within one year from this date, then this grant shall become null and void, unless second party shall thereafter pay at the rate of Eighty dollars annually in advance for each year such completion is delayed.

The second party shall have the right to use sufficient gas or water, to run all machinery for operating said wells, and also the right to remove all its property at any time.

If second party fails to operate said well or wells continuously,