Filed for record at Tulsa, Okla. Aug. 17, 1910 at 1:25 o'clock P.M. H.C. Walkley, Register of Deeds (seal)

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COMPARE

CONVEYANCE OF OIL AND GAS.

THIS INSTRUMENT, Made this 6th day of August, 1910, by and between Jessey D. Sunday, a minor, by William Munday her Guardian, of the first part, and the Jessie Oil Company, a corporation of Tulsa, Oklahoma, party of the second part:

WITNESSETH, That the party of the first part in consideration of the royalty interest hereinafter described, and other valuable considerations, does by these presents grant, bargain, sell and convey unto the party of the second part, its successors and assigns, all of the oil and gas lying in and under the following described real estate situate in the County of Tulsa, in the State of Oklahoma, towit:

North east Quarter of South East Quarter and South Half of Northwest quarter of Southeast quarter of Section Twelve (12) Township Twenty (20) North Range Thirteen (13) East together with the right to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said lands as maybe reasonably necessary to carry on the work of prospecting for, piping, extracting, storing and removing such **41** and natural gas.

TO HAVE AND TO HOLD the same together with all the rights and privileges herein named so long as oil and gas, or either of them is produced from the lands herein described by the party of the second part, its successors or assigns.

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

First: To deliter to the credit of the first party her heirs, executors, administrators and assigns, free of costs, in the pipe line to which it may connect its wells, the equal one-cighth (1/8) part of all oil produced and saved from the premises:

Second: To pay to the first party \$150.00, each year for the gas from each well where gas is produced while the same is being sold off the premises;

Third: To commence drilling a well on said premises within one year of the date hereof or to pay an annual rental of the sum of \$1.00 per acre per annum until said well is drilled, or this conveyance cancelled and held for naught.

The party of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said lands for its operation thereon

The party of the second part shall have the rightat any time, to remove all machinery and fixtures placed on said premises by it including the right to draw and remove casing.

It is a condition of this agreement and for the benefit of both parties, that fai lure to pay the rentals herein named, becoming due as aforesaid, shall cancel and hold for naught this instrument and terminate the rights of both parties thereunder.

The covenants and agreements herein set forth between the parties hereto shall extend to their heirs successors, executors, administrators and assigns.

This conveyance is made pursuant to an order of confirmation of the County Count of Tulsa County, State of Oklahoma, made August 6th, 1910, and recorded in Book <u>77</u> Page <u>353</u> official records of the Register of Deeds of Tulsa, County, Oklahoma. William Sunday, Guardian of Jessey D. Sunday a minor.

(Cep Seal) Attest: C.F. Tingley, Secretary

Jessie Oil Company By A.F. Ault, President: 387