

Filed for record at Tulsa, Okla Jul 11, 1910 at 8 o'clock A.M.

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

Agreement.

Made in duplicate.

COMPARED

IN CONSIDERATION OF THE SUM OF One (\$1.00) Dollars the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, The Iowa Land & Trust Company, a corporation of Muskogee, Oklahoma, hereinafter referred to as the lessor hereby grants unto J.E. Seifried, of Tulsa, Okla. --hereinafter referred to as the lessee his heirs, successors and assigns, all oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water, and to erect, install and maintain all buildings and structures, machinery and appliances, and lay all pipes, necessary for the production, storage and transportation of oil, gas or water upon and from said premises, Excepting and reserving however, to the lessor the one eighth (1/8) part of all oil produced and saved from said premises, to be delivered in the pipe line with which the Lessee may connect his wells, namely: All that certain lot of land situate in the Township of---County of Tulsa, in the State of Oklahoma, bounded and described as follows, to-wit:

Lot one (1); The west 19.71 acres of lot two (2) the Northeast ten (10) acres of Lot two (2) and the west five (5) acres of the Southeast ten (10) acres of lot two (2) all in section thirty one (31) Township nineteen (19) North and range twelve (12) east; containing-----acres more or less.

To have and to hold the above premises for the term of five years, and so long thereafter as oil or gas is found on said premises in paying quantities.

If gas only is found, the lessee agrees to pay at the rate of one hundred Fifty (\$150.00) each year, payable quarterly, for the product of each well while the same is being sold off the premises, and the lessor to have gas free of cost at the well to heat all stoves and for lights in one dwelling house on the premises during the same time, to be used at lessors risk. provided, however, that lessee shall first have sufficient gas for drilling and operating his wells, on this above described property, only.

Whenever the lessor shall request it, the lessee shall bury all oil and gas lines on tillable land, and pay all damages done to growing crops by reason of the burying and removing said pipe lines.

No well shall be drilled nearer than 200 feet to the house or barn on said premises without the consent of the lessor and no well shall occupy more than one acre.

In case no well is commenced within three months from this date then this grant shall become null and void, unless the lessee shall pay to the lessor four hundred (\$400.00 dollars payable quarterly, in advance for each year thereafter during which commencement is delayed, and a failure to make such payment, by deposit in Bank or otherwise, within five (5) days after the same shall become due shall terminate all the rights and liabilities of both parties to this contract.

The lessee may deposit the rental, when it becomes due, in the Muskogee National Bank at Muskogee, Okla. and such deposit shall be binding upon the lessor the same as if paid to it in person.

It is agreed that the lessee may drill as many wells on the above described land as he may deem to be necessary to secure all the oil and gas therefrom, to pur-