

SMITH DODSWORTH BROS. CO., LAWYERS, KAN. NO. 21399

Agreement, Made and entered into the 3rd day of May, A. D. 1913, by and between Alice H. Barnes a widow, H. H. Bell and E. C. Bottwell of Muskogee, Oklahoma, part 1st of the first part, and P. B. White of Tulsa, Oklahoma, a part 2nd of the second part:

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said part 2nd 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 part 1st of the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said part 2nd 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 pipelines, 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: an undivided three fourths interest in and to the Northeast Quarter of Section fourteen (14) Township fifteen (15) North Range Thirteen (13) East

containing _____ acres, more or less, reserving, however, therefrom _____ feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of _____ years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part 2nd of the second part, his successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part 2nd of the second part covenant and agree 1st--To deliver to the credit of the first part his heirs and assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 3/4 of 4 part of all oil produced and saved from these premises. And 2nd--To pay 3/4 of three hundred Dollars per year for the gas from each and every gas well drilled on said premises; the product 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 part 2nd covenant and agree 1st--to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The part 2nd of the second part further agrees that in case no well is drilled for oil or gas within _____ 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 part 1st of the first part, unless the part 2nd 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 \$ _____ per acre for all of said land or such portion thereof as the part 2nd of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to _____ or deposited to _____ credit in _____

_____ or deposited to _____ credit in _____ commercial National Bank of Muskogee Oklahoma

IT IS AGREED that the second part 2nd is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of _____ DOLLARS

at any time after giving three months' notice by the part 2nd of the second part, his successors or assigns, to the part 1st of the first part, his heirs or assigns, said part 2nd of the second part, his successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS

Alice H. Barnes (Seal)
H. H. Bell (Seal)
E. C. Bottwell (Seal)
(Seal)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Muskogee COUNTY, ss.
Before me, a Notary Public in said for and County and State, on this 14th day of May, 1913, personally appeared H. H. Bell and E. C. Bottwell to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and seal as such Notary Public on the day last above mentioned.
My commission expires Aug 29 1916 (Seal) Edward B. Miller, Notary Public.

ASSIGNMENT OF GRANT

KNOW ALL MEN BY THESE PRESENTS, That _____ for and in consideration of the sum of _____ DOLLARS, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto _____ in the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER

STATE OF OKLAHOMA, _____ COUNTY, ss.
Before me, _____ a Notary Public, in and for the County and State aforesaid, on this _____ day of _____, 191____, personally appeared _____ to me known to be the identical person who executed the above and foregoing assignment and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein expressed and set forth.
WITNESS my hand and notarial seal at _____ the day and year last above written.

My commission expires _____ 191____ Notary Public.

State of Oklahoma, Tulsa County, Tulsa, Okla.
I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D. 1913, at 8 o'clock A. M.
By _____ Deputy. (Seal) Letitia Reine Register of Deeds.

Before me a Notary Public in and for said county, I have seen the within and foregoing instrument and the signatures of the parties thereto and have read the same and have explained the contents thereof to the parties and they have acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth and seal as such Notary Public on the day last above mentioned. W. J. Nichols, Notary Public, Muskogee County, Okla. My commission expires July 25-1914

(Seal)