

filed for record at Tulsa, Okla Sep. 17 1910 at 2:50 P M.

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

OIL AND GAS GRANT.

THIS GRANT, made this 14th day of Sept. A.D. 1910, by and between Davis Tyner party of the first part and A.C. Dwelle S.S. Owen, F.D. McDowell & Asa Lucas, parties of the second part.

Witnesseth, that the party of the first part, in consideration of One Dollar, the receipt of which is hereby acknowledged and the covenants <sup>and agreements</sup> hereinafter contained do hereby grant, demise and convey unto the part-- of the second part with covenant of general warranty, for the term of five years and so long thereafter as oil or gas is produced from the within described lands and royalty and rentals paid by the party of the second part therefore-- all the oil and gas in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market said oil and gas and to occupy and use so much of said lands as may be necessary and convenient to such operations, the right to use oil gas and water, except water from wells and cisterns now thereon, from said lands in operation thereon and the right to remove at any time any and all property whatsoever description whether buildings or otherwise, including the right to drag and remove casing, tubing and rods from wells placed by said second part-- in and upon said premises.

Said lands bounded and described as follows: Located in Tulsa County County in the state of Oklahoma, and described as follows to-wit:

SW 1/4 of SE 1/4 Sec 26, Town. 22 N. Range 12 E.

To have and to hold said premises for said purposes or either of them, for and during the term aforesaid.

No well to be drilled within 150 feet of the dwelling or barn without consent of first party.

Second parties to deliver to first party in tanks or pipe line the equal one eighth (1/8) part of all oil produced and saved from the premises first party to accept the same in full compensation for all the products of each well in which oil is found. Second party to pay for each gas well from the time and while the gas is marketed an annual rental of One Hundred & fifty (\$150.00) payable to first party.

Second parties agree to bury, when requested to do so by first party all pipe lines used to convey gas off the premises and to pay all damage to growing crops caused by operations under this grant.

First party shall be entitled to gas free of cost for domestic use in dwelling upon said premises from any gas well thereon, so long as second parties shall operate the same and the pressure is sufficient for such use, and shall use the same at his own risk.

Second part-- agree to complete a well on said premises within one year from this date or pay to first part forty Dollars (\$40.00) each year thereafter until such well is drilled or this grant surrendered. The completion of such well shall be and operate as full liquidation of all rental under this provision during the remainder of the term of this grant. And it is