

and granted, of Tulsa, Oklahoma, Oklahoma, parties of the first part, and Henry Hornecker and Frank S. Foster, each holding an one half interest herein as lessees or grantees parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One hundred Dollars to them in hand well and truly paid by the said parties 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 parties 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 parties of the second part their successors or assigns for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines 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:

The Southwest quarter of the North East Quarter of the Northwest quarter (SW4 NE4 NW4) Section 24, Township 20 North Range 12 East containing ten (10) acres, more or less, reserving however, therefrom fifty (50) 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 15 years from Jan. 18, 1909 and as long thereafter as oil or gas, or either of them is produced therefrom by the parties of the second part their successors or assigns.

In consideration of the premises the said parties of the second part covenant-- and agree 1st. To deliver to the credit of the first part their heirs or 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 one eighth part of all oil produced and saved from these premises: And 2nd. To pay one hundred (\$100.00) 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 in thereafter while the gas from said well is so used.

Second parties covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises

The parties of the second part further agrees that in case no well is drilled for oil or gas within 15 years from Jan 18 1909 all rights and obligations secured under this grant and demise shall cease upon three months notice in writing being served by the parties of the first part, unless the parties 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 and annual rental of \$50/100 (50¢) per year for all of said land or such portion thereof as the parties 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 may be made direct to Owner of land or deposited to his credit in in any Bank in Tulsa, Oklahoma.

It is agreed that the second parties 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 one (\$1.00) dollars at any time after giving three months notice