

Filed for Record at Tulsa, Okla Oct 12, 1910 at 4:55 P.M.

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

COMPARED

OIL AND GAS GRANT.

IN CONSIDERATION of the sum of One Dollar, the receipt of which is acknowledged by the first party Geo. C. Probst, a single man, party of the first part do hereby grant convey and warrant unto P.M. Kerr and W. Baker Grimes second parties, all the oil and gas in and under the premises hereinafter described, together with said premises for the sole and only purpose and with the exclusive right to enter thereon at all times, by themselves, agents, and employes, to drill and operate wells for oil, gas and water, and to erect maintain, occupy repair, and remove all buildings structures, pipe lines, machinery and appliances that second parties may deem necessary, convenient or expedient to the production of oil, gas and water thereon and the transportation of oil and gas on, upon and over said premises or any property operated jointly with this and the highways along the same, except that first party shall have the full one eighth (1/8) part of all oil produced and saved on the premises, to be delivered free of cost, in the pipe lines or tanks to which second parties may connect wells. Said real estate and premises are located in ----- Twp. County of Tulsa, State of Oklahoma, and described as follows, to-wit:

Northeast quarter of southeast quarter (except 5 acres in NE corner) of Sec. 35, Town. 19 Range 12 Acres 35 containing 35 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this state.

To have and to hold said premises for said purposes for the term of Seven (7) years from this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the product of each well in which gas only is found, and the same marketed from said premises, the second parties will pay to the first party thereafter at the rate of \$150.00 dollars per year payable quarterly in advance and give the first party free gas for domestic purposes at the dwelling house, during the same time, first party to make connections for same to well or wells at their own risk and expense.

Second parties to pay the first party for gas produced from any oil well and used off the premises at the rate of \$50.00 per year for the time during which gas shall be used, said payments to be made each six months in advance.

Whenever first party shall request it, second parties shall bury all oil and gas lines which are laid over tillable ground. Second parties also agree to pay all damage done to crops by reason of laying and removing pipe lines. No well to be nearer than 300 feet of residence building to be located on premises without written consent of first party.

Second parties agree to complete a well on said premises within one year from date or pay to first party \$2.50 per acre for first year in advance and each succeeding year \$5.00 per acre in advance for the completion of well until well is completed. All moneys falling due under the terms of this grant may be paid direct to Geo. C. Probst or to the credit of same at the Bank of