

to first party on these premises or at present residence of first party, the said rental when due as aforesaid, then this instrument shall be null and void and neither party hereto shall be held to any accrued liability.

2. Should oil be found in paying quantities upon the premises, second party agrees to deliver to first part in the pipe line with which he may connect the well or wells one-tenth part of all the oil produced and saved from the premises.

3. Should gas be found, second party agrees to pay to the first part \$150.00 dollars yearly, payable quarterly on demand, for each and every well from which gas is transported or used off the premises, so long as the same is so transported.

4. First party shall have, free of expense, gas from the well or wells to use, at his own risk, to light and heat the dwellings now on the premises.

5. Second party shall bury when requested so to do by the first party all oil and gas lines; and pay all damages to growing crops caused by the aforesaid operations.

6. No well shall be drilled nearer than 250 feet to any building on said premises, and no well shall occupy more than five acres.

7. Second party may, at any time, reconvey this grant, and thereupon this instrument shall be null and void.

In witness whereof, the parties hereunto set their hands and seals this 3rd day of January, A. D. 1910.

Witness:

Frank Barnes (seal)

State of Oklahoma, Creek county, SS.

Before me a notary public in and for said county and state, on this 3rd day of January 1910, personally appeared Frank Barnes and _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

E. D. Gelwick, notary public

My commission expires May 10th 1911.
(SEAL)

Filed for record at Tulsa, Okla., Jan 9, 1911, at 1:45 P. M.

H. D. Walkley, register of deeds. (SEAL)

ARTICLES OF AGREEMENT.

COMPARED

This contract made and entered into this 10th day of December, 1910 by and between J. A. David of the first part and C. M. Kerst of the second part, witnesseth:-

The said first party hereby agrees to sell and the said second party agrees to buy a certain piece of real estate situated at the corner of 11th street and Carson Ave., described as follows: lot two (2) and the south thirty (30) feet of lot one (1) of Block Three (3) of Kirkwood Addition, together with improvements thereon.

Said second party hereby agrees to pay for the said property the sum of Thirty eight hundred (\$3800.00) Dollars in the manner hereinafter named:

Six Hundred (\$600.00) Dollars cash in hand has this 10th day of December, 1910, paid to the said first party and hereby receipted for and agrees to pay a further sum of Five Hundred (\$500.00) Dollars on or before one year from the date of deed together with 8% interest payable semi-annually. Three Hundred (\$300.00) dollars on or before two (2) years after date of deed with 8% interest payable semi-annually and Three Hundred (\$300.00) Dollars on or before Three (3) years after date together with 8% interest payable semi-annually and to assume a first mortgage of \$ twenty one Hundred Twenty nine and 18/100 (\$2129/18) due and payable to the Nevada Farm Home Building and Loan Association at the