

State of Oklahoma, Hughes County, ss.

On this 2 day of July 1909 before me, a notary public within and for the State and County aforesaid, duly commissioned and acting personally appeared W. D. Allen and L. C. Parmenter to me well known to be the persons who signed the foregoing instrument in the capacity of Vice Pres. and Cashier respectively of the American National Bank, of Holdenville, Okla., that they were authorized by the by-laws of the said bank to sign and affix the seal thereof, and they further stated and acknowledged that they had signed and executed the foregoing instrument by the express authority and direction of the Board of Directors as the act of and on behalf of the said bank, for the consideration and purposes therein mentioned and set forth

(SEAL)

Ira A. Draper, Notary Public

My commission expires Dec 10, 1911

Filed for record At Tulsa, Okla. Jan 3, 1911 at 1:35 o'clock PM.

H. C. Walkley, Register of Deeds, (SEAL)

COMPARED

#### OIL AND GAS GRANT

This indenture made this 30th day of December A. D. 1910 by and between Jacob Bittle and Arminia Bittle, husband and wife of Mounds Oklahoma hereinafter called the Grantor party of the first part, and J. K. Kepley of Tulsa, Oklahoma hereinafter called the Grantee party of the second part.

Witnesseth, that the grantor, for and in consideration of One dollar lawful money of the United States of America, unto him in hand well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged has granted, bargained, sold, assigned and conveyed and by these presents does grant bargain sell, assign and convey unto the said grantee, his heirs, successors and assigns all the petroleum oil and natural gas lying or being in, under or beneath all that certain piece of land situate in Tulsa County, Oklahoma and bounded and described as follows:

East half ( $\frac{1}{2}$ ) of the north east ( $\frac{1}{4}$ ) Section thirteen (13) township sixteen (16) N, range Twelve (12) of E. Meridian containing eighty (80) acres, more or less.

Together with the exclusive right to enter on the said premises and drill, mine for produce and remove the said oil and gas and to lay, build, erect, maintain and operate all structures, pipe line, machinery, appliances equipment, appurtenances and property necessary for the drilling, mining for, production, removal, storage, piping and transportation of the said oil and gas. This grant is made upon the following terms:

1. The Grantee agrees to deliver to the Grantor in tanks on the premises or in the pipe line with which the wells drilled thereon may be connected, one 1/8 part of all the petroleum oil produced and saved from the said premises.

2. The grantor agrees to pay to the Grantor the sum of One Hundred and no/100 (\$100.00) dollars per annum, payable quarterly in advance, for each gas well drilled upon the said premises which produces gas only and from which gas is marketed off the premises for commercial purposes, but, until gas is marketed he shall pay to the grantor no dollars per annum in advance, for each well drilled on the said premises and producing gas only in paying quantities.

3. If the grantee shall not commence at least one well upon the said premises within