

UNRECORDED

No. 3354

P. D. M.
P. L. ...
C. L. ...
C. D. ...
C. I. ...

This Indenture of Lease, made and entered into, in quadruplicate, on this 27 day of February, A.D. 1907, by and between Robert D. Boyl and Elizabeth C. Boyl, his wife, of Broken Arrow, Ind. Les. parties of the first part, lessors and Devonian Oil Company of Pittsburg, Pa., party of the second part, lessee.

Witnesseth, that the parties of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, its successors and assigns, have hereby demise, grant and let unto the party of the second part, its successors and assigns, for the term of 5 years from the date hereof all the oil deposits and natural gas in or under the following described tract of land, lying and being within the Creek Nation and within the Indian Territory, to wit: The W¹/₂ of N.W. 14, Section 33, Township 18 N, Range 4 E, of the Indian meridian, and containing 80 acres more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use as much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to, the prosecution of said operations.

If oil or gas is found in paying quantities in any well drilled, the privilege of operating shall continue as long as oil or gas shall be produced in paying quantities, and when abandoned for such purposes this grant shall cease and shall no longer be binding on either party.

In consideration of which the party of the second part hereby agrees and binds itself, its successors, and assigns, to pay or cause to be paid to the lessor, as royalty, the sum of ten per cent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay, in yearly payments, at the end of each year one hundred and fifty dollars royalty on each gas producing well which it shall use. The lessor shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee to use gas-producing well, when the same cannot be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee desire to retain gas producing privileges it shall pay a royalty of fifty dollars per annum, in advance, on