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This Agreement, Made and entered into this 7th day of January, A. D. 1907, by and between

and

of Owasso Nation, Indian Territory, part 4 of the first part, and J. M. Brown of Muskogee Co.  
and J. B. Blair of Tulsa Nation, Indian Territory, aorganized and doing business under and by virtue of the laws of the United States, in force in the Indian Territory, part 1st of the second part;

WITNESSETH, That the said part 1st of the first part, for and in consideration of the covenants and agreements hereinafter inserted and the sum of One & 10/100 one and ten valuable considerations DOLLARS in hand and hereby acknowledged, has granted, demised and let unto the part 1st of the second part, their successors and assigns, for the purpose and exclusive right of drilling and operating for and procuring oil and gas, all of the following described property, to-wit:

South half (1/2) of Southwest Quarter (4) of Sec. 33, Town 21N. Range 3E.  
containing 80 acres more or less.

situated at Indian Territory, to any extent the said part 1st of the second part may deem advisable, together with the right to lay, erect and maintain all necessary pipe and pipe lines, tanks, structures, rods, cables and all other fixtures and machinery used in drilling for, pumping, preserving, storing and transporting the product on said premises. The part 1st of the second part shall further have the right of using sufficient water from the premises for operating purposes, and if necessary the right to drill for it on the said premises.

The part 1st of the second part TO HAVE AND TO HOLD the premises for and during a term of five years from date hereof, and as much longer as oil or gas is found or produced in paying quantities thereon.

In consideration of the said grant and demise, the part 1st of the second part agrees to deliver to the part 4 of the first part one-tenth of the oil realized from the premises, in tanks at the well without cost, or pay the selling price at the well therefor, in cash, at the option of the part 4 of the first part. If gas is found in any well or wells on said premises, the part 4 of the first part is to have, upon demand, sufficient gas for domestic purposes, free of charge; the remainder, with all the gas from the oil wells, to go to the part 1st of the second part. If the part 1st of the second part shall market any gas from any well producing gas only, then the part 1st of the first part shall receive therefor at the rate of

Eight & 10/100 Dollars per annum for all gas so marketed or sold.

The part 1st of the second part agrees to locate wells so as not to interfere any more than is reasonably necessary with the houses on the premises.

The part 1st of the second part further agrees that in case no well is drilled for oil or gas within five years from the date hereof, all rights and obligations secured under this grant and demise shall cease upon notice in writing being served by the part 1st of the first part, unless the part 1st 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 an annual rental of \$1.00 per acre for all of said land or such portion thereof as the part 1st 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. All payments of said rentals to be made at the First National Bank of Muskogee, Ind. Ter. to the credit of the part 4 of the first part.

The part 1st of the second part shall have the right to remove any and all fixtures placed upon said premises.

The part 1st of the second part shall have the right to discharge any incumbrance upon said premises and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred.

It is hereby further agreed that the part 1st of the second part shall have the right at any time to surrender and terminate this grant and demise by serving written notice upon the part 4 of the first part of such intention, after which all payments or liabilities to accrue shall cease and determine.

All rights and obligations under this grant and demise shall extend to and be binding upon the heirs, executors or administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, the day and year first above written.

WITNESSES TO SIGNATURE:

J. L. Dickey  
J. A. Brown

Will Ward

Seal  
Seal  
Seal

UNITED STATES OF AMERICA, INDIAN TERRITORY,  
Western District, } ss.

## ACKNOWLEDGMENT.

On this 17th day of Jan, 1907, before me, a Notary Public within and for the Western Judicial District of the Indian Territory, appeared in person Will Ward to me personally well known as the person whose name is subscribed to the within and foregoing conveyance as the part 4 grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me

Will Ward of the said Western Judicial District of the Indian Territory, to me well known to be the person whose name appear upon the within and foregoing conveyance, and in the absence of

said husband declared that he had of own free will signed the relinquishments of dower and homestead herein expressed, for the purpose and consideration herein contained and set forth, without compulsion or undue influence of said husband, and that there is no other lease upon the above described premises for the same time specified in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand as such Notary Public, and affixed my Notarial Seal, at Muskogee in said District and Territory, the date first above written.

(SEAL.) Western District, D. T. Jan 20th, 1909  
My commission expires

J. L. Dickey  
Notary Public.

Filed for record Jan 24, 1907, at 2:30 o'clock P. M.

Otto Saxon  
Deputy Clerk and Ex-officio Recorder.