

No. 894.

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

I. R. Lytle and Wife,

vs

Oil and Gas Mining Lease.

Minshall Oil and Gas Company

This Agreement, made and entered into this 22 day of Aug, 1906, by and between I. R. Lytle and Laura J. Lytle his wife of Broken Arrow, parties of the first part, and Minshall Oil and Gas Company of Tulsa, parties of the second part:

Witnesseth: That the parties of the first part, for and in consideration of one dollar, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and the covenants and agreements herein after contained on the part of said party of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, building tanks, stations and structures thereon to take care of said produce, with the right of going in, over and across said land for the purpose of operating the same, for the term of fifteen years from the date hereof, and as much longer as oil and gas or either of them is produced therefrom in paying quantities, all of the following described land situate in the Creek Nation, to-wit: - W¹/₂ of the S.W. ¹/₄ and N.E. ¹/₄ of S.W. ¹/₄ of Sec. 2, T. 8 N., R. 13 E. of the Indian Meridian, and being a part of the land conveyed to I. R. Lytle by Subbath & Brumbaugh by deed dated — recorded at — in Record Book — Page —

In consideration of the premises the said party of the second part, covenants and agrees: 1st - To deliver to the credit of I. R. Lytle, or other party duly authorized, as agent for the parties of the first part, their heirs or assigns, free of cost in the pipe line to which the party of the second part may connect its wells; the equal one eighth (1/8) part of all oil produced and saved from the leased premises; and 2nd - To pay to I. R. Lytle, or any other person duly authorized, as agent for parties of the first part, their heirs or assigns, one hundred & fifty (\$150.00) dollars per year for each and every gas well drilled upon the said premises, the product from which is marketed and sold off the premises, said payment to be made on each well within thirty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

And furthermore said party of the second part agrees to complete a well upon the above described premises within six months from the date thereof, but it is expressly understood and agreed that should said party of the second part fail or neglect to complete a well within the time above stipulated for: completing said well, then it shall pay or cause to be paid as rental, to said I. R. Lytle, or any other person duly authorized, as agent for parties of the first part, or shall deposit to their credit in First Nat Bank of Broken Arrow the sum of fifty (\$50.00) dollars in advance for each year such completion is delayed until a well shall be completed, and it is agreed that the completion of said well shall be and operate as a full liquidation of all rentals during the term of this lease.

First parties to fully use and enjoy said premises for farming purposes, except such parts as may be used by the party of the second part for the purposes aforesaid, second party agreeing to locate all wells so as to interfere as little as feasible with the cultivated portion of the tract. Should any growing crops be destroyed by parties of the second part or their agents, the party of the first part shall be fully recompensed for same.