

RECORDED

No. 5393.

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

H. I. Kittrell, et al.

To

Oil and Gas Lease.

Joe B. Wilson,

Agreement, made and entered into the 16th day of July A.D. 1907, by and between H. I. Kittrell and O. C. Bragg, of Broken Arrow, I. T. parties of the first part, and Joe B. Wilson, Trustee, parties of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of \$8.00 in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, hereby grant demise, lease and let unto the said party of the second part, their heirs or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, steam, water, gas and shackles lines to and from adjoining land, and of building tanks, stations and structures thereon to take care of said products, with the right of going in upon, over and across said land for the purpose of operating the same; also with the right to sub-divide and release the same on any part thereof, all of the following described tracts of land situate in the Creek Nation, and within the Indian Territory, to-wit: The W¹/₂ of the S¹/₄ of the S.E. ¹/₄ of the N.W. ¹/₄ of section 29, of township 18 north, of range 14 east, of the Indian Meridian, and containing 30 acres, more or less.

It is agreed, that this lease shall remain in force for the term of fifteen years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the party of the second part, their heirs or assigns,

In consideration of the premises, the said party of the second part covenant and agree: 1st- To deliver to the credit of the first party, their heirs or assigns, free of cost, in pipe line to which they may connect their wells, the equal 1/8 part of all oil produced and saved from the leased premises, 2nd- To pay to the first party, his heirs or assigns, \$50.00 Dollars per year for the gas from each and every gas well drilled on said premises, of less than 3,000.00 ft. \$15.00 over that amt. the product from which is marketed and sold off the premises, said payment, to be made on each well within sixty 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, first party to fully use and enjoy said premises for farming purposes, except such parts as may be used by second party for the purpose aforesaid, second party agreeing to locate all wells so as to interfere as little as possible with the cultivated portions of the Farm.