

COMPARED

No 6307

 mg.
 L.
 C.L.
 G.D.
 C.L.

Annie Ladwin

To

Oil and Gas Leases

Eugene A. Lally.

Agreement, made and entered into the ninth day of August, A.D. 1907, by and between Annie Ladwin nee Annie Orcutt, party of the first part, and Eugene A. Lally, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of sixty dollars to and 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, has granted, demised, leased and let out by these presents in and unto the said party of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land situated in the Creek, Nation, and within the Indian Territory, to-wit: the north half and the southwest quarter of the southwest quarter, (NW 1/4 and SW 1/4 of S.W. 1/4) of section 28 of Township 19, North of Range 13 East of the Indian Meridian and containing one hundred twenty acres, more or less, reserving however therefrom 300 feet around the buildings on which wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his successors 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 his heir, executor, administrator and assigns, free of cost in the pipe line to which party of the second part may connect his wells, the equal 1/10 part of all oil produced and saved from the leased premises; and 2nd. To pay thirty seven & 50/100 Dollars each three months in advance for the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, while the gas from said well is so marketed and used.

second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm, and further to complete a well on said premises within twelve months from the date hereof, or pay at the rate of