

COMPARED

No. 6387

Hattie Scruggs,

To

Oil and Gas Lease.

Frank L. Haymes

Agreement, made and entered into the 12 day of September, A.D. 1917, by and between Hattie Scruggs and L. J. Scruggs, ^{husband} her, of Austin, Ind. Ter. party of the first part, and Frank L. Haymes, party of the second part.

Witnessed, That the said party of the first part, for and in consideration of the sum of One Dollar to 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 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 subdivide and release the same or any part thereof, all of the following described tracts of land situate in the Creek Nation, and within the Indian Territory, to-wit: The north half of the north west quarter and the south west quarter of the north west quarter, of section thirteen, of township thirteen north, of range fourteen east, of the Indian Meridian, and contained 120 acres, more or less.

It is Agreed, That this lease shall remain in force for the term of five 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 one eighth part of all oil produced and saved from the leased premises; 2nd - To pay to the first party, their heirs or assigns, Fifty Dollars per year for the gas from each and every gas well drilled on said premises, 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