

No. 7011.

Smith
(12-13-54)Smith
(12-26-54)
(Baker)

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Southwestern Trust Co.

To

Oil and Gas Lease.

F. O. Brown.

This Agreement, made this 22 day of October A.D. 1907, between The Southwestern Trust Co. a corporation organized under the laws of Indian Territory, Lessor, and F. O. Brown Lessee,

Witnesseth, that the Lessor in consideration of One (\$100) Dollars the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has hereby demise and grant unto the Lessee his heirs, successors or assigns, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose and with the exclusive right of operating thereon for said oil and gas, together with the right of way, the exclusive right to lay pipes over and upon, to erect and maintain all machinery, buildings, towers, tanks, fixtures, etc., necessary or required in the operations for oil and gas, and also the right to remove at any time all property placed thereon by the Lessee, which tract of land is situated in the Twenty eighth (28) Recording District, Indian Territory, and described as follows: All of lots 1-16 inclusive Block 1 - Lots 5-14 inc B. 2, all of Blocks 3 & 4. Lots 1-8 inc B. 5 all of Block 7-8-9 Lots 11-31 inc. B. 10 all B. 12, lots 5-24 inc. B. 13. 5-24 inc B. 14 (all of Blocks 15-16-17-18-19-20-21-22 all of Block 23-24-25-26 - Lots 21-20 inc. B. 28 all of Block 29-30-31-32-33-34-35-36 - and 37 in Garpee addition to Red Fork, P. T. as shown by the plat thereof recorded in office of clerk of U. S. Court Tulsa. D. T.

To Have and to hold the same unto the Lessee his heirs, successors and assigns, for the term and period of 20 years, from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the Lessor the One Eighth part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the Lessor credit, and should any well produce gas in sufficient quantities to justify marketing, the Lessor shall be paid at the rate of One Eighth, or at option of Lessor \$100⁰⁰ Dollars, per year for each well, as long as the gas therefrom is sold.

In case no well shall be completed on the above described premises within one year from the date hereof, this