

No. 7173.

Walter Sijkiller, et al  
To Oil and Gas Lease.  
James Bowen.

This Agreement, made this 1st day of November, A.D. 1907, by and between Walter Sijkiller and Julia Sijkiller, of the first part, and James Bowen, of the second part,

Witnesseth, that the said part - of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, have granted, demised, leased and let unto the party of second part his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in the Twenty-Eighth Recording District, Indian Territory, and described as follows, to wit: The East half of the Northeast quarter of Section Nine Twp. Twenty one Range Thirteen East of the Indian Base and Meridian in Indian Territory, containing 80 acres more or less. But no wells shall be drilled within three hundred feet of the present buildings, except by mutual consent.

The parties of the first part grant the further privilege to the party of the second part, his heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by said lessees.

To Have and To Hold the same unto the said party of the second part, his heirs and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agrees to deliver to parties of the first part in tanks or pipe lines the 7/8 part of all oil produced and saved from the leased premises, and should gas be found on said premises in paying quantities, second party agrees to pay \$100.00 yearly, in advance for the products of each