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Oil and Gas Lease

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Agreement made and entered into the 24th day of October A.D. 1907, by and between Joseph E. Smith and Hattie J. Smith his wife of Broken Arrow of Creek Nation I.T. parties of the first part and J.T. Braden of Pittsburg Pa party of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of One Dollar to them 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 have granted, demised ^{and} let and by these presents do grant demise lease and let unto the said party of the second part his heirs administrators executors successors and 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 situate in the Cherokee Nation of Indian Territory hereby releasing and waiving all rights under and virtue of the homestead exemption laws of this state bounded substantially as follows: - on the north by lands of - on the east by lands - on the south by lands of - on the west by lands - NE^{1/4} of NW^{1/4} and NE^{1/4} of NW^{1/4} of NW^{1/4} of Section 17 township 21 N. Range 14 east, containing fifty (50) acres more or less and being same land conveyed to the first parties by James Chambers by deed bearing date Sept 25th 1907 reserving however therefrom - feet around the buildings on which no 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