

COMPARED

Smith
(Hartford add)
70.1402P.D. 227
P.L. 122
P.L. 122
C.L. 122
C.D. 122
C.I. 122

L. Price,

To.

Lease.

J. K. Kirkpatrick, et al.

This indenture, made in duplicate on this 6 day of November, 1906, by and between L. Price, of Tulsa, Indian Territory, party of the first part, and J. K. Kirkpatrick, C. H. Hancock and W. F. Arnett, of Tulsa, Indian Territory, parties of the second part:

Witnesseth: that for and in consideration of the covenants and royalties to be paid by the parties of the second part to the parties of the first part, the said party of the first part has this day and does by these presents, let, lease and demise unto the parties of the second part, the following described land situated in the Cherokee Nation, Indian Territory, to-wit:

That part of the North Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-six (36) Township Twenty (20) North, Range Twelve (12) East, lying and beginning at a point two hundred (200) feet east of the Northeast Corner of North Tulsa, Indian Territory, thence North Six hundred (600) feet, thence East Four hundred (400) feet, thence South Six hundred (600) feet, thence West Four hundred (400) feet, to the point of beginning, the same being a part of the allotment of the said party of the first part, lying North of the City of Tulsa, Indian Territory.

The said land and the shale found thereon to be used by the said parties of the second part for the purpose of manufacturing brick and other clay and shale products, and for the erection of any and all buildings, structures, turnways, etc., etc., necessary therefor, as the parties of the second part may desire, and the said parties of the second part shall have the right to mine and use all clay and shale as may be found on said premises, provided the shale shall not be taken from a greater depth than a point on a level with the Northeast corner of the tract of ground above described.

It is further agreed by and between the parties hereto that the said party of the first part does, by these presents, grant unto the parties of the second part, a road way thirty (30) feet wide running from the said ^{land} to the North boundary of the City of Tulsa.

To Have and to Hold, the within lease and privileges granted unto the said parties of the second part, their successors or assigns, for a period of fifteen (15) years from the date hereof.

Now, therefore, in consideration of the above grant and privileges, the said parties of the second part agree to equip and operate on said land, as soon as practicable, a plant on said premises, and agree to pay the said party of the first part the sum of twelve (12) cents per thousand for brick manufactured in the above described plant, same to be due and payable monthly on each kiln as soon as the same shall be burned and Royalties to commence within sixty days from date, at the minimum rate of \$30 per month and also the minimum royalty shall not be less than three hundred and sixty (\$360.00) Dollars per year, and if said plant should be idle for a period of six months then the first party shall have the option of having the machinery moved, and all brick buildings shall become the property of the party of the first part; and it is further agreed that all clay and shale taken from these premises, for other purposes than for the manufacture of brick, shall be paid for at the same rate as if used in the manufacture of brick, and shall be based on the price of same in accordance with the weight thereof. Said second party shall furnish a sworn statement each month of the amount of materials used, and shall keep an accurate set of books showing amount used, which shall be open to examination of first party once per month.

It is further agreed and understood by and between the parties hereto that the party of the first part hereby grants unto the parties of the second part the privilege of drilling and operating on said land, at any time during the life of this lease, for coal, oil and gas, at their own expense, and any coal, oil or gas found on said premises may be used by the said parties of the second part for their own consumption only, free of charge.

The party of the first part hereby grants unto the parties of the second part the right to lay all necessary pipelines of