

COMPARED

No. 5229

P. D. 73
P. 1771
C. L.
C. P.
C. I.

James H. Kennedy }
 } Oil & Gas Lease
 } Usher Carson

This lease made and entered into between James H. Kennedy and Gertrude Kennedy, husband and wife of Muskogee, Indian Territory, parties of the first part, and Usher Carson of Tulsa Indian Territory, party of the second part,

Witnesseth, that the parties of the first part, in consideration of Fifty (\$50.00) dollars, the receipt whereof is hereby acknowledged and of the covenants herein after contained on the part of the second part, does hereby lease unto the party of the second part the exclusive right for ten years from date hereof to enter upon, operate upon and procure oil and gas upon the following premises situated in the Creek nation, Indian Territory, to-wit: The north east quarter of the southwest quarter, section thirty four (34) Township nineteen (19) north, and Range Twelve (12) East of the Indian Base and meridian, containing forty acres more or less according to the official survey thereof.

The party of the second part agrees to deliver to the parties of the first part one-eighth of the oil relied from these premises, in tanks, at the wells without cost, or pay the market price therefor, in cash at the option of the first party. If oil or gas be found on these premises, all rights, benefits and obligations secured hereby, shall continue for fifteen years (15), or so long as either can be procured in paying quantities. If gas is found in any well or wells first parties are to have on demand sufficient gas for domestic purposes on said premises free that if a gas well or wells are obtained flowing a sufficient amount to make it of use and value, then second party is to pay parties of the first part the sum of One hundred and fifty (\$150.00) per year each, or shall forfeit any right to the use and benefit of the same and give up possession thereof at once.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises and pay all damages to growing crops by reason of its operation.

Second party shall have the privilege of using surface water and gas to operate from the premises, and if necessary to drill therefor.

The covenants and conditions herein shall be deemed to be...