

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 Town ofCounty of Tulsa, State of Oklahoma, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

The North East Quarter of the South West Quarter ~~and~~ Lots Seven (7) and Eight (8) of Section Thirteen (13), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian. Containing One Hundred Fourteen & 88/100 acres, more or less, and being same land conveyed to the first party by the Creek Nation, by deed bearing date.....1..L., reserving, however, therefrom three hundred 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 nine years, six months, eighteen days from this date, and as long thereafter as oil or gas, or either of them, is produced ^{from} said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenant and agree:

1st: To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost, into the pipe line to which party of the second part may connect his wells the equal $\frac{1}{8}$ part of all oil produced and saved from the leased premises: and,

2nd: To pay fifty dollars each three months in advance for the gas, from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof, or pay at the rate of Thirty Dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in the Eufaula National Bank of Eufaula, Oklahoma.

First party to have gas free for fuel and light in the dwelling on ^{said} premises by making his own connection to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil and gas from said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises, and further upon the payment of one dollar, at any time, by the party of the second part, his heirs, administrators, executors, successors and assigns, to the party of the first part, his heirs, executors, administrators and assigns, said party of the second part, his heirs, executors, administrators, successors and assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

IN WITNESS WHEREOF, The parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

Chas. R. Freeman, Checotah, Okla.
William C. Lieatke, Eufaula, Okla.

Levi Childers (SEAL)
Guardian of Rufert Depriest, a minor.

G. T. Braden (SEAL)

STATE OF OKLAHOMA,)

McINTOSH COUNTY.)

:SS.

Before me, Chas R. Freeman, a Notary Public in and for said County and