

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 .

Gold C Brown      Seal  
Guardian Daniel W Brown , Minor .

State of Oklahoma      )  
County of Muskogee .      )      SS

Before me a Notary Public in and for said County and State on this 8<sup>th</sup> day of August 1908 personally appeared Gold C Brown guardian to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and Notary Public seal the day and year above set forth .

SEAL. My commission expires Dec 4th 1911

E.W.Grissam  
Notary Public

Filed for record Aug 18 1908 at 2:10 P.M. H.C.Walkley Reg of Deeds (Seal)

COMPARED

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AGREEMENT Made and entered into the 15th day of August A.D. 1908 by and between Newman Litka minor by Richard Litka, Guardian, of Fry, County of Tulsa, State of Oklahoma party of the first part and G.T. Braden of Pittsburg Pennsylvania party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar to him 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, has granted demised lease and let and by these presents does grant, demise, lease and let unto the said party of the second part, his heirs administrators, executors, successors or 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 township 19 North County of Tulsa State of Oklahoma hereby releasing and waiving all rights under and by virtue of the Homestead exemption laws of this State, bounded substantially as follows :

W  $\frac{1}{2}$  of SE  $\frac{1}{4}$  <sup>and NW  $\frac{1}{4}$  of</sup> SE  $\frac{1}{4}$  of Section 25, Twp 19 North Rge 11 East .  
containing One hundred twenty acres more or less and being same land conveyed to the first party by the Creek Nation by deed bearing date 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 ten years 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 agrees 1st, to deliver to the credit of the party of the first part, his heirs administrators, executors and assigns, free of cost in the pipe line to which party of the second part may connect his wells the equal one-eighth 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