

COMPARED ^{P.}

----- : OIL AND GAS LEASE :-----

AGREEMENT, Made and entered into the 18th day of August 1908 A.D. by and between Royl B Robinson of Checotah County of McIntosh 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 Dollars 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, leased 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 line, and of building tanks, stations, and structures thereon to take care of said products, all that certain tract of land, situate in the 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 :-

The southeast quarter of the southwest quarter of section Thirty (30) Township Nineteen (19) North, Range ~~12~~ Twelve (12) East being the Homestead allotment of Sutton Brown a Freedman Citizen of the Creek Nation, containing forty acres more or less and being same land conveyed to the first party by Sutton Brown by deed bearing date August 18 A.D. 1908 reserving however, therefrom two 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 Five 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 agree, 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; 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 covenants and agrees 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 Ten 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