

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 5th day of October, 1908, A. D. by and between Levi Childers as Guardian of Bettie Depriest, a Minor, of Eufaula County of McIntosh State of Oklahoma, party of the first part, and G. T. Braden of Pittsburgh, Pa. 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, leased and let and by these presents do 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 Town of _____ 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 West Half of the South East Quarter, and the South East Quarter of the South West Quarter of Section Twenty-four (24) Township Seventeen (17) North, and Range Thirteen (13) East, containing one hundred and twenty acres more or less, and being same land conveyed to the first party by the Creek Nation by deed bearing date ², 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 four years, one month nine 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 in the pipe line to which party of the second part may connects wells the equal 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 premisis, 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 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 connections 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;