

OFFICE OF INDIAN AFFAIRS.

Washington, D. C. Oct. 23, 1908

Respectfully submitted to the Secretary of the Interior, with recommendation that it be approved.

C. F. Larrabee,

Acting Commissioner.

Washington D. C. Oct/ 24, 1908 APPROVED

Frank Pierce,

First Assistant Secretary of the Interior

86630

QUADRUPLICATE

(Received Oct 30, 1908 Union Agency Dept . No. 2266

(Received Sept 28, 9.30 AM. Union Agency No. 51692)

Filed for record Nov. 17th, 1908, at 8 A. M.

H. C. Walkley, Register of Deeds. (seal)

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OIL AND GAS LEASE. *BR.*

AGREEMENT, Made and entered in to this 27th, day of June, 1908, by and between James H. Kennedy, guardian of Clarence Collins, party of the first part, and R. E. Mooney Oil Company of Tulsa Oklahoma, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of eighty dollars (\$80.00) 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 party 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, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said buildings, all that certain tract of land situated in the county of Creek, and State of Oklahoma, bounded and described as follows, to wit:

The Northwest Quarter ($\frac{1}{4}$) of Section Thirteen (13) Township Nineteen (19) North, Range Ten (10) East, of Indian Base and Meridian, and containing One Hundred and Sixty (160) acres, according to the Government survey thereof, hereby releasing dower and ~~all~~ rights under and by virtue of the Homestead Exemption laws of this State of Oklahoma.

It is agreed that this lease shall remain in force and effect for the term of years ending Feb. 18th, 1923.

In consideration of the premises the said party of the second part covenants and agrees:

1st. To deliver to the credit of the first party, his heirs or assigns, free of cost, in the pipe lines to which he may connect his wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay to the party of the first part One Hundred and Fifty Dollars, each year in advance for the gas from each well where gas is found, while the same is being used off the premises; and the first party *is* to have gas free of cost to heat and light one dwelling house on said premises during the same time.

The party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Eighty Dollars per annum, in advance for each ad-