

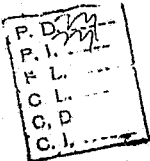
No. 2159.

Jasper Chaney

To

Oil and Gas Mining Lease.

James Brown.



This Indenture of Lease, made on this 5th day of January, A.D. 1907, by and between Jasper Chaney and Artie Chaney, heirs at law of George S. Chaney, Deceased, of Collinsville, Indian Territory, parties of the first part, and James Brown, of Collinsville, Indian Territory, parties of the second part:

Witnesseth: That the parties of the first part for and in consideration of the sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants hereinafter contained on the part of the said party of the second part, does hereby lease, let and demise to the party of the second part, the exclusive right for ninety (90) days from date hereof, to enter upon, operate for and produce oil and gas upon the following premises, situated in the Cherokee Nation, and within the Indian Territory, to-wit: The NE 1/4 of the NW 1/4 of the NW 1/4 of Section Seven (7) Township twenty-one (21), North, Range Thirteen (13) East, of the Indian meridian, and containing ten (10) acres, more or less, and being part of the allotment of George S. Chaney, Deceased.

The party of the second part agrees to deliver to the parties of the first part one-sixth (1/6) of all the oil realized from the premises in tanks, at the wells without cash or pay the market price therefor in cash at the option of the parties of the first part. If oil or gas be found on these premises, all rights, benefits and obligations, accrued hereby shall continue fifteen (15) years from date hereof, and as long as either can be produced in paying quantities. If gas be found in any well or wells, first parties are to have on demand, sufficient gas for domestic purposes on the premises, or on their adjoining premises, free; the said second party is to have the remainder, together with all gas from oil wells. If second party shall find and use gas off the premises in commercial quantities, he shall pay to the first parties therefor one hundred (100) dollars (\$100.00) per year per well during the time such gas holds out with pressure and quantity sufficient for commercial use. It is further agreed, that failure on the part of the lessee to use a gas producing well when the same cannot be reasonably utilized at the rate so provided, shall not work a forfeiture of this lease, so far as the same relates to mining oil, but if the lessee desires to retain gas producing privileges he shall pay a royalty of fifty dollars (\$50.00) per year in advance on each gas producing well not utilized, the first payment to become due and to be made within sixty (60) days from the date of the discovery of gas. Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises, and to pay all damages to growing crops by reason of his operations.

The second party shall have the privilege of using sufficient water from the premises for operating said lease, and if necessary to drill therefor;