

Charles W. Guines and wife

to

Mineral Lease

Southern Oil and Land Company

P. D. M.
P. L.
C. L.
C. D.
C. I.

This Lease, made this 2nd day of July, 1906, by and between Charles W. Guines, of Tulsa, and wife Josephine Guines party of the first part, and Southern Oil and Land Company, a corporation organized under the laws in force in Indian Territory, party of the second part.

Witnesseth, That for and in consideration of the sum of one dollar, in hand paid, the receipt of which is hereby acknowledged, and of the further considerations hereinafter expressed, the said party of the first part hereby and by these presents bargains, grants, sells and conveys, gives and demises, unto the party of the second part, its successors and assigns, all the oil, gas, coal, and other minerals of every kind and character whatsoever, in and to a certain tract of land situate in the Creek Nation, Indian Territory, and described as follows: All of the South east quarter of the South east quarter of the South east quarter of section twenty one Township eighteen (18) North Range thirteen (13) east of the Indian Base and meridian of the Indian Territory.

And the party of the first part, for and in consideration of the matters herein set out, gives and conveys and grants to the party of the second part, its successors and assigns, the sole and exclusive right to enter upon said land and operate for the taking of all oil, gas, coal, and other materials of every kind and character in the above described tract of land, all of which for the following terms and conditions:

The party of the second part, its successors and assigns, shall deliver in tanks at the wells ten percent (10%) of all oil produced on the premises; shall pay a royalty of eight cents per ton for all coal mined thereon; shall pay the sum of fifty dollars per year for each gas well from which gas shall be sold; shall pay five cents per ton for all asphalt produced; and shall deliver on the land one-tenth of all other mineral produced on said premises; the said one-tenth to be for the benefit of the party of the first part.

The party of the second part, its successors and assigns, shall have the right to use a sufficient part of the surface of said land to take, store, and remove all coal, oil, gas and other minerals discovered upon said land, and shall have a right to use a sufficient amount of water from said lands to properly take and dispose of said minerals, and for this purpose may dig and bore wells for water, if necessary. The party of the second part, its successors and assigns, in entering upon said property and developing the same for any mineral purposes shall do as little damage to growing crops as possible, and shall pay to the party of the first part, his heirs, or its successors and assigns, such damages as the crops may sustain.

This lease shall continue for twenty years from and after this day and as long thereafter as any of said minerals are found in paying quantities. The second party shall have the right and privilege to remove all fixtures and machinery placed by it on said land. Said second party, its assigns and successors, shall prospect and begin the development of said land for mineral purposes within such period of time as the party of the second part, or its assigns or successors, may deem proper and reasonable, which period shall not exceed in length the term of six years from