

No. 590

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

Cayuga Milling Co.,

To

Andrew Benson,

Oil and Gas Lease

This Lease, made between Cayuga Milling Co., Cayuga Indiana party of the first part, and Andrew Benson James Town, N. Y. party of the second part,

Witnesseth, that in consideration of eight Hundred dollars, the receipt of which is hereby acknowledged the said party of the first part hereby agrees with the parties of the second part: That he shall have the exclusive right for One (1) year from this date to enter upon and operate for Oil or Gas on all of that certain tract of land in Cherokee Nation Indian Territory described as follows: North half of S.W. 1/4, Section 18, Township 21, Range 13, Acres 80. Containing 80 acres, more or less, upon the following terms and conditions: Second party shall deliver in tanks at the wells of the first party, without cost, one 8th of all Oil produced on these premises, and pay the market price in cash for the same if the first party shall so desire, and — said second party to pay all damages of any kind that may arise by reason of their operations thereon. If Oil or Gas is found in paying quantities in any well drilled, the privilege of operating shall continue as long as Oil or Gas shall be produced in paying quantities, and when abandoned for such purposes this grant shall cease and shall no longer be binding on either party. If Gas is found on the above described land, the party of the first part to have the use of the same for domestic purposes free. The second party reserves the right to remove all machinery and fixtures placed thereon by them. This lease shall become absolutely null and void after one year unless the second party shall elect from year to year to continue this lease by paying or depositing to the credit of the first party an annual rental of — dollars at — Bank — said rental to be deposited on or before the day of — each year. If any gas well is found and gas is sold the party of the first part is to receive One Hundred & Fifty dollars (\$150.00) per annum, for each well payable semi annually in advance. The party of the second part agrees to commence drilling within 30 days of delivery of this Lease and also agree to protect all holes and fully develop the property if the price of Oil justifies. The party of the first part guarantees that the lease & title is perfect.

It is Understood by and between the first and second parties to this agreement that all conditions between the first and second parties herein shall extend to their heirs, executors and assigns.

In Witness of which we have hereunto set our hands and seals, this 10th day of August, A.D. 1906.

Witness

Cayuga Milling Co. (Seal)

by C. H. McDaniel President (Seal)

W. G. Hooford Secy & Treas. Seal

State of Indiana, Vermillion County, ss. Be it Remembered, that on this, 10th day of August, A.D. 1906, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. H. McDaniel, President and W. G. Hooford, Secretary of Cayuga Milling Company, who are personally well known to me to be the persons who executed the within instrument of writing and each of them duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and official seal this day and year last above written.

(Seal) Indiana

Charles Hooford

Notary Public

My Commission expires February 26th 1907, C. Hooford.

Filed for Record Aug 22/1906, at 2:00 P.M.

This Lorton

Deputy Clerk and Ex-officio Recorder.