

Mc Williams Investment Co.

To

Oil, Gas, and Mining Lease

Eagle Oil Company

This Indenture, made and entered into this, the 20th day of July, 1906 by and between Mc Williams Investment Co. of Mounds, Ind. Party of the first part and Eagle Oil Company, of Mounds, Ind. Party of the second part, Witnesseth:

That for and in consideration of the sum of two hundred & fifty (\$250.⁰⁰) Dollars, cash in hand paid by said second party unto said first party, the receipt of which is hereby acknowledged, and the rentals and royalties herein after stipulated to be paid by said second party, the said party of the first part does hereby demise, let and grant unto said party of the second part, its successors and assigns, for a term of twenty-five years from the date hereof, all the oil, gas, and coal deposits in and under the following described land and premises, to-wit: The North half ($\frac{1}{2}$) of the South-East quarter ($\frac{1}{4}$) and the North half ($\frac{1}{2}$) of the South West quarter ($\frac{1}{4}$) of Section Thirty-four (34), Township Eighteen (18) north, Range Thirteen (13) east, Creek Nation, Indian Territory; To Have and To Hold, said premises unto said party of the second part, its successors and assigns, for and during said term, and so much longer as said minerals and oil may be found or produced thereon, upon the following conditions and covenants, to-wit:

Said party of the second part, its successors and assigns, shall have the exclusive right to enter upon said land at all times for the purpose of operating, drilling, mining, procuring and transporting oil, gas, coal, asphalt and water, and to erect and maintain all machinery, buildings, structures, tramways, railways, telephone lines, and telegraph and lines to wells on this and other farms, and to lay all pipes necessary for the production, mining and transportation of all oil, gas, and coal taken from said premises; excepting and reserving, however, to said first party its successors and assigns, one-tenth (1-10) part of all produced and saved from said premises, which said part shall be received and accepted as the sole and only consideration to be received or paid for all wells producing oil, such oil to be delivered in the pipe lines to which said second party may connect its wells. If gas is found in any well or wells, over and above the amount necessary for the operation and drilling of this lease, first party shall have the right to use sufficient gas from such well or wells for domestic purposes on the premises, and said second party is to have the remainder, if, however, said second party shall sell or market gas from any producing wells producing gas only, said second party shall pay unto said first party as royalty therefor One hundred Dollars per year for and during the time said gas shall be sold or marketed off the premises, said payment to be made semi-annually; and said second party shall pay unto said first party on the production of all coal mined under this lease the sum of eight cents per ton of 2,000 pounds or mine run or coal as it is taken from the mines, including what is commonly called "slack," said cash royalties to be paid to said first party, at Moshogee, Ind. I. on the first day of February.

Said party of the second part agrees that in case no coal mining is done, or no oil or gas well is completed within fifteen years from this date, then this grant shall become null and void unless it shall pay to said first party a rental of fifteen cents per acre for each year thereafter such completion or work is delayed, which rental may be paid at the Trust National Bank of Tulsa, Ind. I., if said second party so desires. And it is further expressly agreed and understood that said party of the second part shall have the right to hold this lease for the term above mentioned if said rental is promptly paid when due, and the cash consideration above recited by the first party this day received is the consideration for the right of said second party, its successors and assigns, to

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