

UNPAID

No. 873.

P. D. M.
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C. I.

Samuel Yoder,
to

Oil Lease.

The Union Oil, Mining and Development Co.

This Indenture, made this 2nd day of July A.D. 1906 between Samuel Yoder of the County of Kitson and State of Ohio, party of the first part and The Union Oil, Mining and Development Company, a corporation of the State of Colorado, party of the second part, Witnesseth;

That the party of the first part in consideration of the covenants and agreements of said party hereinafter mentioned to be kept and performed by said second party, its successors and assigns, has granted and does hereby grant unto said second party, its successors and assigns, for the term of fifteen years from this date, unless terminated at an earlier date as hereinafter provided, the exclusive right to dig, bore, mine for and gather any and all oils and gases upon and under the hereinafter described lands and to enter upon said premises for the purpose of mining and removing said oil and gas therefrom and for the laying, maintaining, repairing and operating of pipes under and on the surface of said lands for the transportation of oil, gas and water and erect buildings, derricks, machinery and tanks upon said premises for the purpose of procuring and storing said oil and gas, with full right to the second party of appropriating to its owners all of said oil and gas found on or under said premises.

The lands and premises above referred to are situated in the Western District, in the Indian Territory and are described as follows, to wit: "The Southwest quarter of the Northeast quarter of the Southeast quarter and the West half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section Twenty-nine (29) in Township Eighteen (18) North in Range Thirteen (13) East, Creek Nation, Indian Territory, containing fifteen acres more or less.

But the foregoing grant and this instrument as well, is made expressly subject to the reservations, conditions and agreements hereinafter mentioned, which reservations, conditions and agreements shall be binding upon the heirs, successors and assigns of the second party hereto and the agreement of the first party hereto of oil produced from said premises shall be considered and be a covenant running with this instrument.

In consideration whereof, the party of the second part agrees to drill and have at least one well completed upon said premises to a depth of seventeen hundred feet, unless oil in paying quantities be sooner encountered, within one year from the date hereof of this lease. The drilling of the above mentioned well shall be considered and is sufficient compliance with the requirements herein for the first three years of the life of this lease and if at the end of three years of the life of this lease said second party shall not be producing from said premises a minimum production of not less than 25 barrels of oil per day then said second party shall drill another well and the drilling of said second well upon said premises to a depth of not less than seventeen hundred feet, unless oil in paying quantities be sooner encountered, shall be held to be a full compliance with the terms and requirements of this lease in so far as the number of wells to be drilled is concerned.

As a further consideration hereof the second party, its successors and assigns covenant and agree during the continuance of the rights granted by this instrument, that it will give to the said first party a one-eighth part of all oil produced and saved and a one-eighth part of all gas produced and saved from said premises in tank.