

COMPARED

No. 6161.

 127
 C. L.
 C. D.
 C. I.
Lizzie J. Steele,
To

Commercial Lease

The Henry Oil Co.

Oil and Gas.

This Lease, made this 28th day of August, A.D. 1917, by and between Lizzie J. Steele, (Enrolled as Lizzie J. Perry) of Ballinsville, Indian Territory, of the first part, and The Henry Oil Company, a Corporation, of Chicago, Illinois of the second part,

Witnesseth, That the said party of the first part, in consideration of \$50.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents, and covenants hereinafter contained, on the part of the said party of the second part, its heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, its heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas, for the term of fifteen years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land situated in the Cherokee Nation of the Indian Territory, and particularly described as follows: to-wit: The NE 1/4 of the S.E. 1/4 of the NW 1/4 of Section 1, Township 21 North, Range 14 East, containing ten acres, more or less.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party 10 per cent royalty share of all the oil or mineral produced and saved from said premises, except for operating purposes on the premises, delivered in tanks or pipe lines to the credit of first party, and further agrees to give \$150.00 per annum for the gas from each and every well drilled on the above described premises if marketed in case the gas be found in quantity sufficient to transport off the above described premises, and convey to market. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences. If the gas is not marketed, second party agrees to pay \$50 per year for producing wells, in case the gas be found in quantity sufficient to convey to market.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or excavating, and the right of way to and from the place of mining or excavating, and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas, or oil over and across said premises, and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging