

No. 6685-

A. G. Diney

To

Oil and Gas Lease.

The Lee Oil Co.

Agreement, and Lease, made and entered into the 26th day of July, A. D. 1907, by and between A. G. Diney and Elba L. Diney, his wife of Ripley, P.O. Creek Nation, I. T., Lessors, and The Lee Oil Co. of Casey, Ill., a corporation under the laws of the state of Ill., Lessee.

Witnesseth, that the said lessors, for and in consideration of the sum of Forty Dollars in hand well and truly paid by the lessee, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, have granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the lessee their successors or assigns, all the oil and gas in, and under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon, operating thereon and removing therefrom said oil and gas, for the term of five years from date, and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privilege necessary or convenient for such operations, also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee.

Said land being all that certain tract of land situated in Creek Nation, Ind. Ter. and described as follows, to-wit:

East $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Section 12, Township 17, North, Range 13, East, Being land now owned and occupied by the lessors containing in all, Eighty (80) Acres more or less,

In consideration of the premises the said lessee covenants and agrees; 1st To deliver to the credit of the lessors their heirs or assigns, free of cost, into tanks, or pipe line to which they may connect the wells, the equal one-eighth ($\frac{1}{8}$) part or share of all the oil produced and saved from the leased premises.

2nd - To pay the lessors one hundred & Fifty Dollars each year in advance for the gas from each well where gas only is found, when the same is being sold off the premises; and the lessors to have gas free of cost at their own risk for one dwelling house on said premises, during the