

No. 1460.

Lulson  
6-11-58P. D. M.  
P. L.  
C. L.  
C. D.  
C. I.

H. G. Cooper.

To

Lease

The Industrial Gas Co.

In Consideration of the sum of Forty (\$40.00) dollars and the covenants and agreements hereinafter contained, H. G. Cooper, of Lulsa, Indian Territory, first party, hereby grants unto The Industrial Gas Company of Lulsa, Indian Territory, second party, this lease or assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon for the purpose of drilling or operating for oil or gas, to erect, maintain or remove all structures, pipe lines and machinery necessary for the production, transportation and storage of oil, gas or water, namely; A lot of land situated in the Creek Nation, Indian Territory, bounded and described as follows: South Half (S 1/2) of the South-east Quarter (S E 1/4) of Section Fifteen (15), Township Nineteen (19), North Range thirteenth (13) East, containing eighty (80) acres more or less.

The above grant was made on the following terms: Should oil be found in paying quantities upon the premises, second party agrees to deliver to first party in the pipe line with which he may connect the well or wells, the one eighth part of all the oil saved from said premises.

If gas only is found, second party agrees to pay One Hundred and Fifty (\$150.00) Dollars each year fairly produced of each well while the same is being used off the premises, and first party shall have gas free of expense to light and heat the dwelling on said premises, and second party agrees to pay the sum of Fifty (\$50.00) Dollars per year when wells are not used. The second party shall have the right to use sufficient gas, oil or water to run all machinery used by him in carrying on his operations on said premises and the right to remove all his property at any time.

The party of the second part agrees to pay the sum of Fifty cents for an acre at the end of each ninety days until a well has been drilled on said premises, and further agree that should no gas or oil be found within one year from date of this lease then it may become null and void upon first party giving second <sup>party</sup> written notice of such cancellation.

It is further agreed that any time hereafter party of the second part may surrender this lease and discharge the same of record, and all obligations thereunder shall thereupon cease and determine without prejudice to obligations already incurred. Not will shall be drilled within three hundred feet of the farm buildings without the consent of both parties hereto.

This lease shall be in full force and effect for a term of ten (10) years or as long as oil or gas are found in paying quantities, unless otherwise terminated.

In Witness Whereof the parties hereto have set their hands and seals this the 13th day of November 1906.

H. G. Cooper.

The Industrial Gas Co.

By: F. C. Giddings, Secy.

United States of America Western Judicial District, Indian Territory, ss. Be it Remembered that on this the 13th day of November, 1906, before me the undersigned a Notary Public in and for the aforesaid District came H. G. Cooper of Lulsa, I. T. and F. C. Giddings party of the first part and Secretary of the Industrial Gas Company, respectively, and to me personally acknowledged that they did execute the within instrument in testimony of the same as their own free will and deed and for the purposes therein set forth, and for no other purpose.

In testimony Whereof I have hereunto set my hand and my Notarial seal the day and year last above written.

(Seal) Western District, Ind. Ter.

J. W. Meadows.

My commission expires Nov. 24th, 1909.

Notary Public.

Filed for Record Nov. 13, 1906, at 2 P. M.

Ella Lorton

Deputy Clerk &amp; ex-officio Recorder.