

U. S. INDIAN SERVICE, UNION AGENCY.

Muskogee, Okla., Sep. 8, 1908.

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be approved. See my report of even date.

Benjamin Mossman
Acting U. S. Indian Agent.

R.

OFFICE OF INDIAN AFFAIRS.

Washington, D. C., Oct. 9, 1908.

Respectfully submitted to the Secretary of the Interior, with recommendation that it be approved.

C. F. Larrabee,
Acting Commissioner.

Washington, D. C., Oct. 9, 1908.

APPROVED.

Jesse E. Wilson
Assistant Secretary of the Interior.

Filed for record at Tulsa, Okla., Nov. 9, 1908, at 11.50 A. M.

H. C. Walkley, Register of Deeds (SEAL)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON, D. C.

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 27th, day of October, A. D. 1908, by and between Bessie Montgomery and Geo. B. Montgomery, her husband, of Girard Kansas, parties of the first lessors, part, and The Prairie Oil & Gas Company, a Kansas Corporation, party of the second part, lessee.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of one dollar to them in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid kept and performed, have granted, demised, leased and let, and by these presents do grant, demise/ lease and let unto the said second party, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the county of Tulsa, State of Oklahoma, described as follows, to wit:

The Southwest Quarter of the Northwest Quarter of Section Two, Township 16 N. Range 16 E and containing 40 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors or assigns.

In consideration of the premises the ^{said party of the} second party covenants and agrees as follows

1st. To deliver to the credit of the first parties, their heirs or assigns, free of cost in the pipe line to which it may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises

2nd. To pay to the first parties One Hundred and Fifty Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises; and the first parties to have gas free of cost to heat three stoves in dwelling house on said premises during the same time.

3rd. To pay to the first parties for the gas produced from any oil well and used