

COMPARED

No. 1606

P. M.
P. L.
C. L.
C. D.
C. I.

W. P. Phillips, et al.

vs

Marcus L. Lockwood,

Contract.

United States of America, Indian Territory, Northern District, ss.

This contract, an agreement, made and entered into, on this the 21st day of December, 1905, by and between W. P. Phillips, and C. S. Avery, of Vinita, Indian Territory, parties of the first part, and Marcus L. Lockwood, of Independence, Kansas, party of the second part,

Witnesseth, that the said W. P. Phillips, has this day executed to the party of the second part, an oil and gas mining lease, upon her allotment, in the Cherokee Nation, Indian Territory, described as follows, to-wit: the $\frac{1}{2}$ of the NW $\frac{1}{4}$ of section 31, also the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 30, all in Township 21 N., Range 13 E., containing 80 acres, more or less, providing for the royalty of $16\frac{2}{3}\%$, upon the farms, and under the rules and regulations prescribed by the Secretary of the Interior for the period of 15 years for and in the consideration herein after mentioned; the parties of the first part, hereby agree that they will cause to be executed, oil and gas mining leases, upon the farms prescribed by the Secretary of the Interior, providing for the payment of 10% royalty for the period of 15 years said lease is to be executed by Samuel Starr, a freedman, on the following described lands, situated in the Cherokee Nation, Indian Territory, to-wit: the $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; also the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, section 29, Twp. 21 N., R. 13 E., containing 80 acres, more or less; and the same kind of an oil and gas mining lease, to be executed by Matilda Goff, a freedman, upon the following described lands, situated in the Cherokee Nation, Indian Territory, to-wit: the $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 29; also the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 31, all in Twp. 21 N., R. 13 E., containing 80 acres, more or less.

As a further consideration herein, the party of the second part, agrees to pay to the parties of the first part, the sum of money, as follows, to-wit: and upon the following conditions: the sum of \$200.00 when the said lease is duly executed, and delivered, by the said W. P. Phillips, upon the lands herein before described, in proper form; and the further sum of \$300.00 when the oil and gas mining leases are duly executed and delivered, by the above named Samuel Starr and Matilda Goff, upon the lands above described, and when said leases to be in proper form and condition; and as a further consideration herein, the party of the second part agrees that he will pay, or cause to be paid, to the parties of the first part, as royalty, the sum of $6\frac{2}{3}\%$ of the value, on the lease premises, of all crude oil and gas extracted from the lands herein last described. It is understood that this $6\frac{2}{3}\%$ royalty is in addition to the 10% royalty provided for in said leases, to be paid to said lessors, by the party of the second part; and that said royalty is to be paid by the party of the second part, to the parties of the first part, in consideration of their services in securing said leases for the party of the second part herein, the party of the second part agrees that he will commence the development of all of the above described lands within 60 days after said leases and the bonds executed in connection therewith, shall have been approved by the Secretary of the Interior, and continue to develop said lands for oil and gas purposes with due diligence.

In testimony whereof, the parties hereto have hereunto affixed their hands and seals, on the day and date first above

written.
United States of America Indian Territory, Northern District. Personally appeared before me,
a Notary Public, in and for said District and Territory, W. P. Phillips, C. S. Avery and
Marcus L. Lockwood, all of whom are personally known to me and each separately
acknowledged the execution of the above and foregoing contract, on this the 21st day
of December, 1905.
(Seal) Northern District, S. I.

My commission expires 12/4/09.

O. A. Smith

Notary Public.

Filed for Record Nov. 26, 1906, at 8:00 A.M.

Otho Lorton

Deputy Clerk & Ex. Officer Recorder.

W. P. Phillips

C. S. Avery

Marcus L. Lockwood.