

Approved subject to conditions above noted .

QUADRUPLICATE

Jesse E Wilson  
Assistant Secretary of the Interior.

Filed for record Jul 23 1908 at 3:40 P.M. H.C. Walkey Reg of Deeds )(SEAL()

COMPARED

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Form A Series I908 - Approved April 20- I908

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT ., CREEK NATION  
OKLAHOMA .

THIS INDENTURE of Lease , Made and entered into in quadruplicate on this 16th day of July A.D. 1908 by and between Naoma Posey nee Williams of Bixby Okla a mixblood citizen of the Creek Nation, party of the first part, hereinafter designated as lessor, and Delevan Emery of Bradford Pa party of the second part , hereinafter designated as lessee, uhdur and in pursuance of the provisions of the Act of Congress approved June 30 1902 , 32 Stat L 500 witnesseth :-

I / The lessor for and in consideration of one dollar, the receipt whereof is acknowledged and of the royalties, covenants , stipulations and conditions hereinafter contained and here by agreed to be paid , observed and performed, ~~and xxxxxxxxxxxxxxx~~ by the lessee, does hereby demise, grant, lease and let unto the lessee, for the term of five years from the date of the approval of hereof by the Secretary of the Interior and as much longer thereafter as oil or gas is found in paying quantities, all the oil deposits and ) natural gas in or under the following-described tract of land, lying , and being within the count y of Tulsa and State of Oklahoma, to-wit The south west quarter of the suth east quarter of section 25 Township I7 N Range I3 E of the Indian Meridian and containing forty acres , more or less, with the exclusive right to prospect for, extract, pipe, store, and remove oil and natural gas and to occupy and use so much only of the surface of said land & ~~xx~~ as may reasonably be necessary to carry on the work of prospecting for, extracting, piping, sotring and <sup>e</sup><sub>r</sub>moving such oil and natural gas , also the right to obtain fro m wells or other sources on said land, by means o f pipe lines or otherwise, a suffi cent supply of water to ~~ac~~arry on said operations and also the right to use free of cost, oil and natural gas as fuel so far as necessary to the development and operation of said property .

2. The lessee hereby agrees to pay or cause to be paid to the United States Indian Agent, Union Agency, Muskogee, Okla, for the lessor, as royalty, the sum of 12 1/2 per cent ~~xxx~~ of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty in advance on each gas-producing well utilized otherwise than as provided herein, where the capacity is tested at three million cubic feet or less per day of <sup>twenty</sup> ~~thirty~~ four hours, one hundred and fifty dollars per annum, and where the capacity is <sup>more</sup> ~~less~~ than three million cubic feet per day, fifty dollars for each additional million cubic feet or major fraction thereof. The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises, provided there be surplus gas produced on said premises over and above enough to fully operate the same. Failure on the part of the lessee to use a gas-producing well, which can not profitably be utilized at the rate herein prescribed shall not <sup>work</sup> ~~constitute~~ a forfeiture of this lease so far as the same relates to mining oil.