It is agreed by lessee that he will not use any water from any ponds of lessor.

It is further agreed that said test is to be drilled to a depth at which the Wilcox sand is supposed to be located in this vicinity. Lessee agrees to leeve lessor's property in as near its original state as practicable.

IN TESTIMONY WHEREOF WE SIGN, This the 22 day of July 1922.

John W. Allen

Cora L. Allen

State of Okla. OKLAHOMA FORM OF ACKNOWLEDGMENT. County of Tulsa.

Before me, the undersigned, a Notary Public, in and for said County and State on this 22 day of July 1922 personally appeared John W. Allen and Cora L. Allen to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(Seal)

J. A. Lowman, Notary Public.

My commission expires Nov. 22-1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, August 9, 1922, at 4:00 o'clock P.M. and recorded in Book 416, Page 7.

By F. Delman, Deputy.

(Seal)

O. D. Lawson, County Clerk.

206218 C.M.J. COMPAREDQUAKRUPLICATE

> (Department Received (Jul.1, 1922 ) (Encl. to 4062 )

Supt. Five Civ. Tribes Cashier
May 20, 1922
Mail Div. May 20, 1922. (OFFICE OF INDIAN AFFAIRS ) (Received Jun. 19, 1922. ) ( 49533

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

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 11 day of May A.D.1922, by and between Sampson Backward and his wife Muggy Backward of Locust Grove Ckla. enrolled as a Full blood citizen of the Cherokee Nation, Roll No. 18164, party of the first part, hereinafter designated as lessor, and C. L. McMahon of Okmulgee, Okla, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the Act of Congress approved May 27, 1908, (35 Stat. L. P. 312) WITNESSETH:

1. 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 hereby agreed to be paid, observed and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee, for the term of ten years from the date of the approval 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 county of Rogers and State of Oklahoma, to-wit:

The West Half of North East Quarter of Section 19, Township 22N, Range 14 East of the Indian Meridian, and containing 80 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 surfact of said land as may reasonably be necessary to carry on the work of prospectin for,

Dan Sala