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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224993 C.J. COMPARED

QUADRUPLICATE
46955

Form A. Series 1908.--Approved April 20, 1908
Amended February 6, and June 29, 1911.

* OFFICE OF INDIAN AFFAIRS
* RECEIVED
* FEB 3, 1923
* 9510
** *****

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

* RECEIVED
* SUPT. FIVE CIV. TRIBES
* CASHIER
* Dec. 3, 1922
* MAIL DIV. Dec. 8, 1922
* No. 74331
** *****

THIS INDENTURE OF LEASE, Made and entered into in
quadruplicate on this 18th day of November A. D. 1922, by and
between Sissie Haikey of Broken Arrow enrolled as a full
blood citizen of the Creek Nation, Roll No. NB 19, party
of the first part, hereinafter designated as lessor, and

* DEPARTMENT
* RECEIVED
* FEB 19, 1923
* No. 1208
* SUPT. FIVE CIV. TRIBES
** *****

James G. Lyons, of Okmulgee, Oklahoma, 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 follow-
ing described tract of land, lying and being within the county of Tulsa and State of
Oklahoma, to-wit: The

S2 N2 N2 N2 SE SE, S2 N2^{N2} SE SE, S2 N2 SE^{SE} SW SE SE, N2, SE SE SE, SW SE, SE SE, SW SE,
of section 21, Township 15 N Range 13 E of the Indian Meridian, and containing 75 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 as
may reasonably be necessary to carry on the work of prospecting for, extracting, piping,
storing, and removing such oil and natural gas, also the right to obtain from wells or other
sources on said land by means of pipe lines or otherwise, a sufficient supply of water to
carry 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.

ROYALTY
NO.
48810

2. The lessee hereby agrees to pay or cause to be paid to the Superintendent of the
Five Civilized Tribes, Muskogee, Oklahoma, for the lessor, as royalty, the sum of 12½ per
cent, 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 on
each gas producing well three hundred dollars per annum in advance, to be calculated from the
date of commencement of utilization: PROVIDED, however, in the case of gas wells of small
volume, when the rock pressure is one hundred pounds or less, the parties hereto may subject
to the approval of the Secretary of the Interior, agree upon a royalty, which will become
effective as a part of this lease; PROVIDED, FURTHER, That in case of gas wells of small
volume, or where the wells produce both oil and gas or oil and gas and salt water to such
extent that the gas is unfit for ordinary domestic purposes, or where the gas from any well
is desired for temporary use in connection with drilling and pumping operations on adjacent
or nearby tracts, the lessee shall have the option of paying royalties upon such gas wells
of the same percentage of the gross proceeds from the sale of gas from such wells as is
paid under this lease for royalty on oil. The lessor shall have the free use of gas for
domestic purposes in his residence on the leased premises, provided there shall be surplus gas