

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

(SEAL) C. B. Walker, Notary Public.

My commission expires January 11, 1926.

Filed for record in Tulsa, Okla. on April 27, 1923, at 11:00 A.M. and duly recorded in book 445, page 594, by Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

228801 - BH

QUADRUPLICATE.

COMPARED

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT.

(44008)

(Received Supt. Five Civilized Tribes) (Office of Indian Affairs) (Office of Indian Affairs)
(Mar 19, 1921, Mail Div/ No. 20665) (Received Apr. 10, 1923) (29124) (Received Apr. 16, 1921, 30505) 16

Creek Nation, Oklahoma, (Received Supt. Five Civilized Tribes)
of lease (Mar. 15, 1923, Mail Dev. Mar. 15, 1923) (18367)

This indenture/made and entered into in quadruplicate on this 11th day of March A.D. 1921, by and between Sarah Squire of Bixby, Okla. enrolled as a full blood citizen of the Creek nation, roll No. Msc. 288, party of the first part hereinafter designated as lessor, and E. E. Dix and W. H. Shackelford, $\frac{1}{2}$ int. each, of Tulsa, 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 herein - after 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 Tulsa and Okmulgee and State of Oklahoma, to-wit: The NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 8, Tulsa County, & S $\frac{1}{2}$ of NE $\frac{1}{4}$ of section 31, township 16, range 14, of the Indian Meridian, and containing 160 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 reasonable 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.

2. The lessee hereby agrees to pay or cause to be paid to the Superintendent for the Five Civilized Tribes, Muskogee, Oklahoma, for the lessor, as royalty, the sum of 12 $\frac{1}{2}$ per cent or 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