

**COMPARED**

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 14 day of May A.D. 1921, by and between Jensey Brown, nee Barnett, of Sapulpa, Oklahoma of enrolled as a full blood citizen of the Creek Nation, Roll No. M.B.C. 204, party of the first part, hereinafter designated as lessor, and W.H. Shackelford and E.E. Dix, of Tulsa, 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 following described tract of land, lying and being within the county of Tulsa State of Oklahoma, to-wit: The South half of Southeast Quarter

Department

RECEIVED April 20, 1923,

Encl. to No 3045

Supp. Five Civ. Tribes

Office of Indian Affairs

Received April 10, 1923  
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Lease No. 44297.

Department of the Interior, Washington, D. C.

Apr 16, 1928

The assignment of this lease by W.H. SHACKELFORD AND E. E. DIX

TO TRANSCONTINENTAL OIL COMPANY

is APPROVED, effective only from date of approval, subject to the orders and regulations of this Department now existing or hereafter to be promulgated.

The price basis for computation of royalty on oil shall be the market price as ascertained and declared by the Secretary of the Interior, and the royalty shall be 12½ per cent on such price basis.

F.M. Goodwin, Assistant Secretary

of Section 8 Township 16 N. Range 14 E. 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 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 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; PROVIDE D, 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 or-