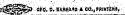
Quadruplicale.

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

COMPARED



3850

## OIL AND GAS MINING LEASE

7089

UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY.

[Section 72, Act of July 1, 1902, 32 Stat., 716, 726.]

part 45 of the second part, under and in pursuance of the provision prescribed by the Secretary of the Interior thereunder.  WITNESSETH, That the part 50 of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and her greed to be paid, observed, and performed by the part 50 of the second part, successors and assigns, docabereby demise, grant, and let unto the part 50 successors and assigns, for the term of 50 years from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to-wit: The 20 of 10 of	part yof the second part, under and in pursuance of the provection 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.  WITNESSETH, That the part yof the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and greed to be paid, observed, and performed by the part. Yof the second part, was successors and assigns, down hereby demise, grant, and let unto the part years from the date bereof, all of the oil deposits and antural gas in the following described trace of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to wit: The Royald William of Section of the containing to the part of the second part, when the part of the second part of the oil deposits and antural gas, and to occupy and use so much only of the surface of said land as may be reserved.
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great no he paid, observed, and performed by the part. — of the second part, — secondors and assigns, of heat will be second part, the second part and the s	greed to be paid, observed, and performed by the part. 201 the second part, 2 successors and assigns, does hereby demise, grant, and let unto the part if the second part, 2 successors and assigns, for the term of 2 years from the date bereof, all of the oil deposits and natural gas in the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to-wit: The 2 to 1 the second part, 2 to 1 to 1 to 2 to 2
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Sestion  North, range  North,	f Section, township North, range East, of the feridian, and containing acres, more or least to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be read to occupy and use so much only of the surface of said land as may be read.
If Section	f Section, township North, range East, of the feridian, and containing acres, more or least to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be read to occupy and use so much only of the surface of said land as may be read.
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incommany to carry on the work of prospecting for, extensing, phyling, storing, relianing, and removing such oil and natural gas, including all of the sight to obtain forms we other concess on that line. A present on the processing to the restrict to obtain forms we of other concess on the line of the second part that the control of t	
re other sources on said lond, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the rights to me send on instruct gas as feel to far as his accessary to the presention of said operations.  In consideration of which the part of the second part hereby agree. And him the said of the second part of the second part hereby agree. And him the said of the second part of the second part hereby agree. And him the said presenting, on the leased yrunders, of all crode oil extracted from the said land, and it the parties of not, before the texts that you do not not considerate as he shall prescribe, and to be tay the royally according to the second parties of the rotation is not made and side of the second parties as the same crates to mining oil, that it his leases charge the second side of the second parties of the second part turners of the se	
an animal gas as fool to far an his necessary to the protectation of said operations.  In consideration of which the part of the value, on the leased premises, of all crude oil extracted from the ends hand, and if the parties do not, before the tenth day of much succeeding its extraction, agree upon the value of the crude oil on the leased premises, of all crude oil extracted from the ends hand, and if the parties do not, before the tenth day of the much succeeding, and who is a part of the crude oil decinate, the average value during the month thall constitute the criterion in computing the repulsity and to pay to partly payments at the real year, one handerd and difty dollars repulsive needs negative payments at the real year, one handerd and difty dollars repulsive needs negative payments and the real part of the lease of the crude oil decinates, the average has perceivating well, where the same can not be reasonably guilled at the test so presented, shall not work a fortist this bases of fact as the same relates to multipe (i), but if the lease decire to relating approaching privilegae.  But failure on the part of the lease to take gas perceivating well, where the same can not be reasonably guilled at the test so presented, shall not work a fortist has leave at a the same relates to multipe (i), but if the lease decire to relating approaching privilegae.  And the part is the first of each speciesding year, during from the first syngment.  And the part is of the end of the same private to the first of each speciesding year, during from the first syngment.  And the part is of the same fact the same fact the part of the first and extend part of the same shall not approach the same fact the same fact the part of the same fact the same fact the same fact the part of the same fact the same fact the same fact the same fact that the same fact the part of the same fact the same fact that the same fact the part of the same fact that the same fact the part of the same fact that the same fact that the same fact that th	
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conth successful, its extension, agrees upon the value of the crude oil on the leased greenizes, the value thereof half shally be determined under the direction of the factor that the variety of the factor than the variety of the crude oil disclantes, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly psymbals at the teach year, one handred and flick dollars royalty on each gaz-producing well, the lesses to have free the true of gas for lighting and warrating. And the residences on remains. But failure on the part of the lesses to gaz as producing well, where the same cian not be reasonably guilded at the riste as presented, shall app a royalty of fifty dollars per annum on ge specified this lesses so far as the same relates to mining oil, but if the lesses dealers to relating gaz-producing privileges. Labelly pay a royalty of fifty dollars per annum on ge specified in the lesses of the pay as propertied to the part of the same privileges. Labelly the pay are royalty of fifty dollars per annum on ge also to be made in notwork at the first of each specified privileges. Labelly the part of the gaz payments threather for a class and payalty on this lesse, the same of money is follows, low-til: Tillean coming per acre per annum, in advance, for the fifth and each maceceding year, dating from the first payagent.  And the part of the third and fourth years; and Seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year theresiter of the term for which is assisted to the part of the second part further covenants and apayalty, and furthers that should the part of the second part further covenants and apayalty and furthers that should the part of the second part further covenants and apayalty and furthers that should the part of the second part further covenants and apayalty and furthers that should the part of the second part further covenants and apayalty and advances and apayalty and advances and apayalty and advances and apa	s revealty the sum of ten per cent of the value, on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth dr
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as producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of the gas, payments thereafter for a cells to be made in advanced at the first of each speceeding year, dating from the first payment.  And the part of the second part further agree. And bindes the second part within the presence of the gas of the second year; Thirty cents per acre per annum, in advance, for the fifth and ceach succeeding year thereafter of the term for which hase is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated coyalities should the part of the second part nucleot or refuse to pay such advanced annual royalty for the period of sixty days after the same become and payable, then this lease shall, at the option of the tesson.— Be nutl and void, and all royalities paid in advances shall become the money of the lessor.—  The part of the second part further covenant and agrees to exercise diligence in the shiking of wells for oil and instant gas on the lands covered by this less and to drill a beast one well thereon within twelver months from the date of the approval of the board by the Secretary of the Interior, and should the part of the second part further covenant and agrees to operate the same in a workmanilke manner to the fallest possible extent, unavoidable casent fall, neglect, or refuse to drill at least one well there ments from the date of the approval of the board by the Secretary, be declared null and void, with due notice to essee and proof of the default; and said part of the second part agrees to operate the same in a workmanilke manner to the fallest possible extent, unavoidable casent proof of the default; and said part of the second part agrees to operate the same in a workmanilke manner to the fallest possible extent, unavoidable casent of said land and become the property of the owner of the land as a part of the consideration of the second part, but said improvements elements as the proof	
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wantly on this lease, the sums of money as follows, to-witz. Fifteen cents per acre per annum, in advance, for the fifth and cand years; Inity cents per acre per annum, in advance, for the fifth and canb succeding year thereafter of the term for which it ass is to run; it being understood and agreed that said sums of money so paid shall be a credit on the slipulated royalities should the same exceed such anur paid as advancy and further; that should the part—the of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same become and payable, then this lease shall, at the option of the lessor, be null and yoid, and all royalites paid in advance shall become the money of the lessor  The part of the second part further coverant—and agree—to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this ler and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary; the declared untland void, with the notice to essee and proof of the default; and said part	
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