TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

58

OIL AND GAS MINING LEASE

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

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

This Indenture of Lease, Made and entered into, in quadruplicate, on this A. D. 19 1. 5, by and between Samuell Charley.

of hallinsviller, and The, party of the first part, and the Francisco Cit's lad bourpoint of Barthavilley trucher tor, as conformation day organized and property of the law file Indian Toritay, and day organized to any on busined in the Conformation of the South of the second cona the black of Congress of prover Telescory 5, 19a1 (21 Stat. 194)

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the right 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 reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including 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 including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

And the part \_\_\_\_\_\_ of the second part further agree \_\_\_\_\_\_ and binds \_\_\_\_\_\_\_ descessors and assigns, to pay or cause to be paid to the lessor....., as advanced annual royalty on this lease, the sums of money as follows, to-wit: Filteen cents per acre per annum, in advance, for the first and second years; Thirty cents per acre per annum, in advance, for the third and fourth years; and Seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part \_\_\_\_\_\_\_ of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor......, be null and void, and all royalties paid in advance shall become the money of the lessor......

The part of the second part further covenant, a and agree to exercise all gence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon whin welve months from the facto of the approval of the bord by the Secretary of the Interior, and should the part of the second part fail, neglect/or refuse to drill at least one well within the time stated, this lease nay in the discretion of the Secretary, be declared null and void, with due notice to fue lesses and/proof of the defaul; and said part of the second part agrees, to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said and to suffer no waste to be committed upon the portion in the second part of the same and to promptly surrender and return the premises upon the termination of this lease to the part of the first part of the said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting that tools, boilers, boiler-houses, pipe-lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells shall remain the property of the said part. for the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not premises to be maintained on the premises under control, nor allow any intoxicating liquers to be sold or given away for any purposes on such premises; that will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well will securely will securely be maintained on the premises to for any other purpose. The function of sixty days from the termination of the lease; that will securely will not use such premises the remises than that authorized in this lease, and that before abandoning

plug the same so as to effectually shut off all water above the oil-bearing horizon. And it is mutually specified and understood that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor......and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said part \_\_\_\_\_\_of the second part further covenant \_\_\_\_\_\_ and agree \_\_\_\_\_\_ will keep an accurate account of all oil mining operations, showing the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the part 22....of the second part agree 2 that this indenture of jease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to all and gas leases in the Cherokee Nation.

And the said part 4. of the second part expressly agree that should

4

sublessees, heirs, executors, administrators, successors, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part of the first part shall be at liberty, in the discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the party of the second part, the sublessees, heirs, executors, administrators, successors, or assigns becomder shall cease and end without further proceedings. If the bacese where the local days to had and produce oil in paying our starting is berein required of the fort is unserversful.

If the lessee \_\_\_\_\_make \_\_\_\_\_reasonable and bona fide effort to find and produce oil in paying quantity as is berein required of \_\_\_\_\_\_, and such effort is unsuccessful, \_\_\_\_\_\_\_ may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all \_\_\_\_\_\_\_ then existing obligations bereunder: Provided, however, That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.