Du OIL AND GAS MINING LEASE COMPARED office
MALFON 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 14, by and between Eli Ellis of Gurley Carlo ngress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder. ection 72 of the act of Co 9990 agreed to be paid, observed, and performed by the part. A of the second part, successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, for the term of the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Perritory, to wit: The successors and natural gas in or under the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Perritory, to wit: The successors and assigns, for the term of the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Perritory, to wit: The successors and assigns, for the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successors and assigns, do hereby demise, grant, and let unto the part. A successor and assigns, do hereby demise, grant, and let unto the part. A successor and assigns, do hereby demise, grant, and let unto the part. A suc Civersly our North, range /3 East, of the Indian North, range of the Indian acres, more or less, with the specific properties of the Santa and Santa acres, more or less, with the specific properties of the surface of said land as may be reasonably party on the week of properties for extracting piping, storing religing, and removing such oil and natural gas, including also the right to obtain from wells oiping, storing, relating, and removing such oil and natural gas, including also the right to obtain from wells isc, a sufficient supply of water to carry on said operations, and including still further the right to use such oil not said Branch took. to sarry on the work of respecting to extracting piping, storing relating and removing such oil and natural gas, including also the right to obtain from wells of the particle of the processor of pipe lines of otherwise, sufficient supply of water to carry on said operations, and including still further the right to use such oil dentity for his particle of the particle of the processor of the second part hereby agree. In the form of the said land, and if the parties do not, before the tenth day of the controlled on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the controlled on the leased premises, the value thereof shall finally be determined under the direction of the Secretary the induction in the land of the crude oil duction of the secretary of the maney agency of ductions the average value during the month stall constitute the criterion in computing the royalty; and to pay in very nayments at the end such year, one hundred and and any secretary of the lessed of the parties of the lessed of t gas producing well not dilited, 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 such wells to be made in advance at the first of each succeeding year, dating from the first payment.

And the part of the second part further agrees and binds where the successors 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: Fifteen 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 20,20 10 The part of the second part further covenant S.... and agree to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, 17 lessee and proof of the default, and said part of the second part agrees to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties ananda 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 berein specified, excepting that tools, boilers, boilers, boilers, 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......of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that control, nor allow any intoxicating liquors to be sold or given away for any purposes on such will not permit any nuisance to be maintained on the premises underpremises; that ____will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any wellplug the same so as to effectually shut off all water above the oil-bearing horizon. And it is mutually agreed and understood that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made ...and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void. will keep an accurate account of all oil mining operations, showing of the second part further covenant. and agree..S..that... 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 4 of the second part agree that this indenture of lease 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 oil and gas leases in the Cherokee Nation And the said part of the second pan expressly agree 5 that should it or its -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 shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be same to be appulled. The same all the state of the same to be discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings. party of the second part,.... ...make.....reasonable and bona fide effort to find and produce oil in paying quantity as is herein required & 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 then existing obligations hereunder: 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. Note that the second

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