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OIL AND GAS MINING LEASE

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

18:31	[Section 72, Act of July 1, 1902, 32 Stat., 716, 726.]
es of a	This Judenture of Lease, Made and entered into, in quadruplicate, on this 22 nd. day of September. A. D. 19 4 d., by and between Elie Anderson (mass idearly)
in the second	A. D. 19 Let., Dy and Derween Manual (Manual Control of the Contro
A. Marie	of Denely Ind Ter amporation dely organized and existing under the land of the Indian
2 2 2	tenitory and duly organized to carry on turned in the Soudian Territory by compliance with the at of b ughen approved telowary 1, 1, 14, (1) States, 14)
200	part of the second part, under and in pursuance of the provisions section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.
18	WITNESSETH, That the part
4 200	the following described tract of land, lying and being within the sharokee Indian Nation and within the Indian Territory, to-wit: The Like Most of Landy of
402	A PHY 3
The	of Section North, range
Emitery	the right to prospect for, extract, pipe, store, refreshed readily successful antical gas, and to occupy and use so much only of the surface of said land as may be reasonancessary to carry on the work of prospecting for her turbing primer storing, building, and removing such oil and natural gas, including also the right to obtain from wor other sources on said land, by means of pipe links of the right to use such and natural gas as fuel so far as it is necessary to the physical distribution of said berations.
ndian	In consideration of which the part of the genore in the lessor. as royally the sum of ten per cent of the value, on inclinately premises of all fruge oil extracted from the said land, and if the parties do not, before the tenth day of month succeeding its extraction, agree upon the value of the graph on the jet of premises, the value thereof shall finally be determined under the direction of the Secret of the Interior in such manner as he shall prescribe and to sopposite regality activing for any month on or before the twenty-fifth day of the month succeeding, and wi
18	the value of the crude oil fluctuates, the average value during wieldnown shall constitute the criterion in computing the royalty; and to pay in yearly payments at the of each year, one-hundred and alty dollars royalty of each grapholucing well, the lessor to have free the use of gas for lighting and warming residence on premises. But failure on the part of the lessee to use gas producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeit of this lesse so far as the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil, but if the payer the same relates to mining oil the same relates to mining oi
n Colean	wells to be made in advance at the first of each succeeding year, dathing from the first payment, the part from the date of the discovery of the gas, payments thereafter for a wells to be made in advance at the first of each succeeding year, dathing from the first payment. And the part from the second part further agree and binds staff from the first payment. Successors and assigns, to pay or cause to be paid to the lessor, as advanced and
isi Nearl	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 advance, for the fifth and each succeeding year thereafter of the term for which 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 advan royalty, and further, that should the part————————————————————————————————————
er affic	The part wont the second part further covenant and agree to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this le and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part
24, Sh ? Ex	part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, with due notice to lessee and proof of the default; and said part
S. S	to remove therefrom any buildings or improvements erected thereon during the said term by the said part——of the second part, but said buildings and improvements a 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 specific 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 rem
1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2	the property of the said part 4of 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 permit any nuisance to be maintained on the premises under control, nor allow any intoxicating liquors to be sold or given away for any purposes on significant will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well—will secure plug the same so as to effectually shut off all water above the oil-bearing horizon.
Yer! Y	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 m without the written consent thereto of the lessor
day.	such consent shall be void. And the said part / of the second part further covenant and agreed that will keep an accurate account of all oil mining operations, show 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 s
Topida I	prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royaldies. And the part—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 hereniter lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation.
And The	And the said party of the second part expressly agree that should sublessees, heirs, executors, administrators, successors, or assigns, violate any of 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 party of the I part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of
of week	party of the second part, sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings. If the lessee make reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of many 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.
200	of all then existing obligations hereunder: Provided, however, That approval of such surrender by the Secretary will be required only during the time approval of the alienation of the land is required by law.