## 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.]

| 3                 | This Indenture of Lease, Mady and entered into, in quadruplicate, on this 23rd day of September  |
|-------------------|--|
| 11/1              | A. D. 19. aff, by and between folial library   |
| 18                |  |
| 64                | of Jury Jond Jel party of the first part, and The Elmendary Oil & Bas Come   |
| 13                | of Bartificelle And Test a corporation duly organized and existing under the laws of the dudients  |
| 130               | didney organized to come on bunese in the Indian Sentory by compliance with the act of   |
| 110               | pproved February 18, 190 9 (31 States, 794)  |
| 120               | ofpartof the second part, under and in pursuance of the provis   |
| 0 3               | section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.   |
| 160               | WITNESSETH, That the part of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and   |
| 527               | agreed to be paid, observed, and performed by the partificial of the second part, successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns, down hereby demise, grant, and let unto the partific successors and assigns are successors and assigns.   |
| 23                | of the second part, successors and assigns, for the term of fiftled years from the date hereof, all of the oil deposits and natural gas in oil   |
| 18                | the following described tract of land, lying and being within the Oherokee Indian Nation and within the Indian Territory, to-wit: The  |
| 3.7               | 1 12 of N. W. 4 of N. B. 14. 3 fleel Sur 14 of N. B. 14 and the So 14 of N. B. 14 and the Sur 14 of N. B. 14 and the   |
| 132               | to the same and th |
| 3                 | marine ma |
|                   | of Section Lightlew township too Light out North, range 3 East, of the   |
| 17                | Meridian, and containing acres, more or les  |
| 2                 | the right to prospect for, extract, pipe, store, refine and range of and natural gas, and to occupy and use so much only of the surface of said land as may be reas  |
| 7                 | necessary to carry on the work of prospecting for, extracting, pibrile, known and removing such all and natural gas, including also the right to obtain from   |
| 7                 | necessary to carry on the work of prospecting for, extracting, pipely today, refining, and removing such oil and natural gas, including also the right to obtain from or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources on said land, by means of pipe line or other sources or other sources on said land, by means of pipe line or other sources or other sources.   |
| 186               | and natural gas as fuel so far as it is necessary to the proceeding portation of rations.  |
| V                 | In consideration of which the partof the sort indicate have been all binds tieff the successors and assigns, to pay or cause to be paid to the less  |
| 2                 | as royalty the sum of ten per cent of the value, or the gased greenides, of all back oil extracted from the said land, and if the parties do not, before the tenth day   |
| 8                 | month succeeding its extraction, agree upon the value of the cride will be the legislation of the Se   |
| 1                 | of the Interior in such manner as he shall prescribe and to go my the yould a groung for any month on or before the the twenty-fifth day of the month succeeding, and  |
| 3,                | the value of the crude oil fluctuates, the average place define the month shall constitute the criterion in computing the royalty; and to pay in yearly payments at  |
| 1                 | of each year, one hundred and fifty dollars, royalty at good gashrataling wet the lessor to have free the use of gas for lighting and warming lies residence   |
| Popla             | premises. But failure on the part of the lessee to get the polygoing while where the same can not be reasonably utilized at the rate so prescribed, shall not work a for   |
| 19                | of this lease so far as the same relates to mining oil, Dat if the leave desires to retain gas producing privileges shall pay a royalty of fifty dellars per annum o   |
| 1                 | gas-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  |
| 16                | wells to be made in advance at the first of each succeeding year, dating from the first payment.   |
| -                 | And the partof the second part further agree and binds telfsuccessors and assigns, to pay or cause to be paid to the lessor, as advanced   |
| 16                | 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 fifth and cach succeeding year thereafter of the term for whi  |
| 3                 | 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 ad-   |
|                   | royalty, and further, that should the part   |
| 3                 | 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 partof 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   |
| Ream              | 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  |
| 1                 | part faily neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, he declared null and void, with due notice  |
| 6, 4 La Officia a | Vessee and proof of the default; and said part   |
| 1/2               | excepted; to commit no waste upon the said land and to suffer no waste to be committed upon the portion inoccupancy or use; to take good care of the sar   |
| all               | to promptly surrender and return the premises upon the termination of this lease to the part   |
| 141               | to remove therefrom any buildings or improvements exected thereon during the said term by the said partof the second part, but said buildings and improvement  |
| 7                 | 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 spa  |
| 10.6.             | excepting that tools, boilers, boilershouses, pipe-lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells shall  |
| 0                 | 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   |
|                   | will not permit any nuisance to be maintained on the premises under the control, nor allow any intoxicating liquors to be sold or given away for any purposes of   |
| 1                 | premises; thatwill not use such premises for any other purpose than that authorized in this lease, and that before abandoning any wellwill see the same as as to effect all which are not as the same as as to effect all which are not as the same as as to effect all which are not as the same as as to effect all which are not as the same as as to effect all which are not as the same as as to effect all which are not as the same as a s             |
|                   | plug 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   |
| Ti.               | without the written consent thereto of the lessor  |
|                   | such consent shall be void.  |
|                   | And the said part  |
|                   | 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 i  |
|                   | prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties,  |
| g                 | 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 be real  |
|                   | lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation.  |
|                   | And the said part  |
|                   | sublessees, heirs, executors, administrators, successors, or assigns, violate any  |
|                   | 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  |
| 1 1               | part shall be at liberty, indiscretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges  |
|                   | party of the second part,sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.   |
|                   | 가입니다. 그는 사람들은 이번에는 이렇게 되었다는 것들이다. 그는 그의 이번에 가입니다. 그는 사람들이 되었다는 이번에 되었다는 그는 그는 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은  |
|                   | If the lesseemakereasonable and bona fide effort to find and produce oil in paying quantity as is herein required of, and such effort is unsucc  |
|                   | If the lessee  |