

Upon Land Selected for Allotment, Creek Nation, Indian Territory.

(Section 17, Act of June 30, 1902, 32 Stat. 500)

of _____, party of the first part, and _____,

WITNESSETH, That the party of the first part, for and in consideration of the Royalties, Covenants, Stipulations, and Conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, his heirs, executors, administrators and assigns, does hereby Demise, Grant, and Let unto the party of the second part, his heirs, executors, administrators and assigns, for the term of 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 Creek Nation and within the Indian Territory, to-wit: The

In consideration of which the party of the second part hereby agrees and binds himself, his heirs, executors, administrators and assigns, to pay or cause to be paid to the Lessor as royalty 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 day of the month succeeding its extraction, agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, One Hundred and Fifty Dollars royalty on each gas producing well, the Lessor to have free the use of gas for lighting and warming his residence on the premises. But failure on the part of the Lessee to use a gas producing well, where the same cannot be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the Lessee desires to retain gas producing privileges he shall pay a royalty of Fifty Dollars per annum on each 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 gas, payments thereafter for such wells to be made in advance at the first of each succeeding year, dating from first payment.

The party of the second part further covenants and agrees to exercise diligence 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 within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the party of the second 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 the Lessee and proof of the default; and said party 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 land, and to suffer no waste to be committed upon the portion in its occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the party of the first part or to whomever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said party of the second part, but 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 party of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that he will not permit any nuisance to be maintained on the premises under his control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that he will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well he will securely plug the same so as to effectually shut off all water above the oil bearing horizon.

And the said party of the second part further covenants and agrees that he 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 said party of the second part expressly agrees that should he or his sub-lessees, 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 party of the first part shall be at liberty in his 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, his sub-lessees, heirs, executors, administrators, successors or assigns hereunder shall cease and end without further proceedings.

If the Lessee makes reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of him and such effort is unsuccessful, he