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and purposes therein set forth. My commission expires Mar. 13 1924.

(SEAL) G. F. Peck, Notary Public, in and for County of
Los Angeles, State of California.

Filed for record in Tulsa County, Okla. on Dec. 10, 1923, at 1:10 P.M. recorded in
book 474, page 622, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

246381 - BH

(45171)

QUADRUPLICATE.

COMPARED

OIL AND GAS MINING LEASE

UPON LAND SELECTED FOR ALLOTMENT.

(Miscellaneous Received Oct.)
(9, 1922, Encl. to No. 61270)
(Supt. Five Civil Tribes)

(Department received)
(Jul. 1, 1922, Encl. to No.)
(4072, Supt. Five Civil
(zed Tribes.)

(Received Supt. Five Civil-
(zed Tribes Cashier, Feb. 27,
(1922.

(Mail Division No 13756)

(Received Supt. Five Civil-
(zed Tribes Cashier, Nov. 2
(1923, Mail Div. No. 58484)

(Royalty No. 48485)

(Office of Indian Affairs Rec.)
(Jun. 20, 1922, 49954)

This indenture of lease, made and entered into in quadruplicate on this 4th day of February, A.D. 1922, by and between William G. Bruner of Tulsa, Okla., a full blood citizen of the Creek Nation, Roll No. 5813, part of the first part, hereinafter designated as lessor, and R. E. Lynch of Tulsa, Okla., party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the Act of Congress approved May 27, 1908 (35 Stat. L.P. 312) witnesseth:

1. The lessor for and in consideration of the dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the lessee, does hereby demise, grant lease and let unto the lessee, for the term of ten years from the date of the approval of by the Secretary of the Interior, and as much longer thereafter as oil or gas is found in paying quantities, all the oil deposits and natural gas in or under the following described tract of land, lying and being within the county of Tulsa, and State of Oklahoma, to-wit:

Southwest quarter (SW $\frac{1}{4}$)

of section 4, township 19 N, range 12 E, of the Indian Meridian, and containing 160 acres, more or less, with the exclusive right to prospect for, extract, pipe, store and remove oil and natural gas, and to occupy and use so much, only of the surface of said land as may reasonable be necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such oil and natural gas, 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 also the right to use, free of cost, oil and natural gas as fuel so far as necessary to the development and operation of said property.

2. The lessee hereby agrees to pay or cause to be paid to the Superintendent of the Five Civilized Tribes Muskogee, Oklahoma, for the lessor, as royalty, the sum of 12 $\frac{1}{2}$ per cent of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty on each gas producing well three hundred dollars per annum in advance, to be calculated from the date of commencement of utilization: Provided, however, in the case of gas wells of small volume, when the rock pressure is one hundred pounds or less, the parties hereto may, subject to the approval of the Secretary of the Interior, agree upon a royalty, which will become effective as a part of this lease; Provided, further, that in case of gas wells of small volume, or where the wells produce both oil and gas or oil and gas and salt water