

251162 C.J.

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QUADRUPLICATE  
21714Form A, Series 1908--Approved April 20, 1908.  
Amended February 6, 1911.\* OFFICE OF INDIAN AFFAIRS  
\* RECEIVED  
\* JUN 9, 1911  
\*\*\* 50628

COMPARED

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\* RECEIVED  
\* Union Agency  
\* Jul 21, 1911  
\* ENCLOSURE  
\* Dept No. 2229  
\*\*\*\*\*RECEIVED  
UNION AGENCY  
MAY 20 1911  
ENCLOSURE  
TO No. 29922  
\*\*\*\*\*RECEIVED  
UNION AGENCY  
APR 18, 1912  
ENCLOSURE  
TO No. 22969  
\*\*\*\*\*OIL AND GAS MINING LEASE UPON LAND SELECTED FOR  
ALLOTMENT,

CREEK NATION, OKLAHOMA.

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 22nd day of April, A. D. 1911, by and between Joe Brown, Guardian for Charlie Berryhill, a Minor of Sapulpa, Oklahoma, enrolled as a full blood citizen of the Creek Nation, No. 4776, party of the first part, hereinafter designated as lessor, and E. R. Minshall and J. F. Sweeney of Tulsa, Oklahoma, 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:

Lease No. 21714  
MAY 25, 1912

Department of the Interior, Washington, D. C.

The assignment of this lease by E. R. Minshall and J. F. Sweeney to The Mary Oil & Gas Co. is APPROVED, subject to the orders and regulations of this Department now existing or hereafter to be promulgated. The price basis for computation of royalty on oil shall be the market price as ascertained and declared by the Secretary of the Interior, and the royalty shall be 12 1/2 per cent on such price basis.

Cami A. Thompson

Assistant Secretary.

1. The lessor, for and in consideration of one 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 hereof 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: The E $\frac{1}{2}$  of the NW $\frac{1}{4}$  and the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 7, 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 reasonably 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, 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 United States Indian Superintendent, Union Agency, Muskogee, Oklahoma, for the lessor, as Royalty, the sum of 12 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

Received  
Union Agency  
June 14 1912  
Enclosed to Rent  
no. 1771