

tural 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 of 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.

The lessee hereby agrees to pay or cause to be paid to the Superintendent for the Five Civilized Tribes, Muskogee, Oklahoma, for the lessor, as royalty, the sum of 12½ 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 to such extent that the gas is unfit for ordinary domestic purposes, or where the gas from any well is desired for temporary use in connection with drilling and pumping operations on adjacent or nearby tracts, the lessee shall have the option of paying royalties upon such gas wells of the same percentage of the gross proceeds from the sale of gas from such wells as is paid under this lease for royalty on oil. The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises, provided there shall be surplus gas produced on said premises over and above enough to fully operate the same. Failure on the part of the lessee to use a gas producing well, which cannot profitably be utilized at the rate herein 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, the lessee shall pay a rental of one hundred dollars per annum, in advance, calculated from date of discovery of gas, on each gas producing well, gas from which is not marketed or not utilized otherwise than for operations under this lease.

ROYALTY NO. 42559

H.C.B.

*****		*****	
Entd.	* OFFICE OF INDIAN AFFAIRS	* DEPARTMENT	***
	* RECEIVED	* R E C E I V E D	*
	* DEC 26, 1923	* NOV 18, 1922	*
*****		*****	
DEPARTMENT	DEPARTMENT	ENCL. TO 7164	*
RECEIVED	RECEIVED	NO. ----	*****
JAN 14 1924	MAY 1, 1923	* SUPT. FIVE CIVILIZED TRIBES*	
NO. 143	NO. 3262	*****	
SUPT. FIVE CIVILIZED	* Supt. Five Civilized Tribes *	* OFFICE OF INDIAN AFFAIRS	
TRIBES.	*****	RECEIVED	
*****		* APR 17, 1923	
		* 31177	

Department of the Interior, Washington, D. C.

The assignment of this Lease by E. L. Mills as to SW SE 12-) Lease No. 35407.
19-10. TO E. M. Monsell, W. E. Page and F. B. Long,) NOV 4, 1922

is APPROVED, effective only from date of approval, 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 12½ per cent on such price basis.

BOND NOT HELD

F. M. GOODWIN
ASSISTANT SECRETARY

AETNA CASUALTY AND SURETY CO.

Lease forwarded to Dept. recommended for cancellation
DEC 20, 1923

5-154r

5/14/20

Entd

JH

Lease No. 35407