

and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal the day and year last above written.

H. J. Pankratz, Notary Public.

My commission expires Feb'y. 21, 1920.

Filed for record in Tulsa Co. Okla. on Oct. 6, 1924, at 11:00 A.M. recorded in book 497, page 62, Brady Brown, Deputy,

(SEAL) OF G. Weaver, County Clerk.

268865 - BH

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT.

(Officer of Indian Affairs) 445 QUADRUPLICATE.
Mar. 2, 1923, 17290

(Received Supt. Five Civ. Tribes)
(May 31, 1922)

(#242)
(Received Supt. Five Civ. Tribes)
(Cashier, Mar. 25, 1920)

(Office of Indian Affairs)
(Received April 30, 1920)
(37204)

(Mail Div. #35563)
(Mail Div. No. 55291)

(Received Supt. Five Civ. Tribes)
(Cashier, Oct 9, 1923.)

Cherokee Nation.

This indenture of lease, made and entered into in quadruplicate on this 1st day of March, 1920, by and between Lizzie Swimmer of Stilwell, Oklahoma, enrolled as a full blood citizen of the Cherokee Nation, Roll No. 32227, party of the first part, hereinafter designated as lessor, and Waite Phillips of Tulsa, 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 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 north half of the northeast quarter of section 13, township 22, range 13, of the Indian Meridian, and containing 80 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 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} 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 for the Five Civilized Tribes, 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 case of gas well 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