

paragraph 12 hereof(shall)have the right at any time after thirty days' notice to the lessee specifying the terms or conditions violated, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land.

10. Before this lease shall be in force and effect the lessee shall furnish a bond with responsible surety to the satisfaction of the ^{Se-}cretary of the Interior, and such further bond or bonds as maybe required by said Secretary, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office.

11. Assignment of this lease or any interest therein may be made with the approval of the Secretary of the Interior, it being understood that to secure such approval the proposed assignee need only be qualified to hold such a lease under the rules and regulations, and furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditions for the faithful performance of the covenants and conditions of this lease.

12. In event restrictions on alienation shall be removed from all the leasehold premises described above, this lease shall be released from the supervision of the Secretary of the Interior, such release to take effect without further agreement from the date such restrictions are removed, and thereupon the authority and power delegated to the Secretary of the Interior as herein provided shall cease, and all payments required to be made to said Superintendent for the Five Civilized Tribes, Muskagee, Oklahoma, shall thereafter be made to lessor or the then owner of said lands in person or be deposited to the credit of said lessor or his assigns at the First National Bank of Stilwell, Okla. or such other place as the said lessor or his assigns may from time to time designate in writing and changes in regulations thereafter made by the Secretary of the Interior applicable to oil and gas leases shall not apply to this lease.

13. Each and every clause and covenant in this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

14. In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Eizzie Swimmer (her thumb print)
Waite Phillips.

Two witnesses to execution by lessor:
G. M. Hagan, Postmaster,
P.O. Stilwell, Okla.
M. G. Schaeffeld,
P.O. Stilwater, Okla.

Two witnesses to execution by lessee:

J. C. Parks, P.O. Tulsa, Okla.
W. Davis " "

(Department received Mar. 14, 1923,)
(Encl. to No. 2033, Supt. Five Civ.)
(Tribes.

Lease No. 42121.

Mar. 9, 1923.

44.

5-154-r

Department of the Interior, Washington, D.C.

The assignment of this lease by Fred A. Stubbs, of all his undivided three-eighths interest to Waite Phillips Company, 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.

F. M. Goodwin, Assistant Secretary.

RECORDED BY
P. S. and J. M.