

Robt. E. Lynch, Notary Public.

(SEAL) My commission expires July 2" 1910.

Filed for record at Tulsa, Okla., Jan. 11, 1909, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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Form A, Series 1908.-Approved April 20, 1908.

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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 7th, day of May A. D. , 19^c8, by and between Mahaly Kelly, Wesley Tiger and Nancy Tiger, of Henryetta, Oklahoma, and Wisey Ashbury, of Bufaula, Oklahoma, sole heirs at law of Addie Tiger, deceased, full blood citizens of the Creek Nation, party of the first part, hereinafter designated as lessor, and Mercedes Oil Company, a corporation, of Muskogee, Oklahoma, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of congress approved April 26, 1906, 34 Stat. L., 137. W I T N E S S E T H:

1. The lessor for and in consideration of the ~~sum of~~ One Dollar, the receipt whereof is hereby 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 five 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 Creek, and State of Oklahoma. to wit:

The Northwest Quarter of Section 16, Township 18 N., Range 12 East 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, 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 United States Indian Agent, Union Agency, Muskogee, Okla., 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 payments to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty in advance on each gas-producing well utilized otherwise than as provided herein, where the capacity is tested at Three Million Cubic Feet or less per day of twenty four hours, one Hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet per day, fifty dollars for each additional million cubic feet or major fraction thereof. The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises provided there 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 can not be