

Provided, if this lease has been recorded, lessee shall execute a release and record the same in the proper county recording office: Provided, Further, in event restrictions are removed from all leased premises, the lessee may surrender all the undeveloped portion thereof, by paying the lessor all amounts then due and the further sum of one dollar, which surrender shall not affect the terms hereof as to each producing well and ten acres of said premises as nearly in square form as possible next contiguous to and surrounding each of said wells, and execute and record a cancellation of premises surrendered.

8. This lease shall be subject to the regulations of the Secretary of the Interior now or hereafter in force, relative to such leases, all of which regulations are made a part and condition of this lease: Provided, however, that no regulations made after the approval of this lease, affecting either length of term of oil and gas leases, the rates of royalty or payments thereunder, or the assignment of leases, shall operate to affect the terms and conditions of this lease.

9. Upon the violation of any of the substantial terms and conditions of this lease, the Secretary of the Interior (or lessor, in event restrictions are removed as provided in paragraph 12 hereof) shall have the right, at any time after thirty day's notice to the lessee specifying the terms or conditions violated, to declare this lease null and void, and the lessor shall ^{there} 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 Secretary of the Interior, 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, conditioned for the faithful performance of the covenants and conditions of this lease.

12. In the 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 the United States Indian Agent shall thereafter be made to the lessor or the then owner of said land; 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 of 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.

ATTEST: Mahaley Kelly (SEAL)
 Two witnesses to execution by lessor:) Wesly Tiger (SEAL)
 Samuel C. Davis, P.O.Tulsa, Oklahoma.) Nancy Tiger (SEAL)
 Reuben L. Partridge, P.O., Tulsa, Okla.) Wisey X Asbury (SEAL)
 Two witnesses to execution by lessee:) MERCEDES OIL COMPANY (CORPORATE SEAL)
 B. E. Miller, P.O., Muskogee, Okla.) By Homer Needles, President.
 C. E. Driggs, P.O., Muskogee, Okla.) ATTEST: Geo. A. Lowell, Secy.
 STATE OF OKLAHOMA,)
 : SS.
 COUNTY OF MUSKOGEE.)