

and condition of this lease: Provided, however, that no regulations made after the approval of this lease, affecting either the 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 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 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 and agreed 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 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 in 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: Guy T. Berry, Secy.

Sam Cooper

(SEAL)

Two witnesses to execution by lessor:

) Texas-Oklahoma Investment Co., (CORPORATE SEAL)

Perry McKey, P.O. Bixby, Okla.

) By A. W. Shulthis, Prest.

C. L. Thomas, P.O., Muskogee, Okla.

)

Two witnesses to execution by lessee:

Anna Truthman, P.O. Independence, Kans.

Elmer E. Page, P. O. Independence, Kans.

STATE OF OKLAHOMA,)
: SS.
COUNTY OF MUSKOGEE.)

Before me, a Notary Public in and for said County and State, on this 25th, day of August 1908, personally appeared Sam Cooper, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Benjamin Mossman

(SEAL) My commission expires April 23, 1911

(Received Aug. 31, 1908, at 10 A. M. Union Agency No. 46071)

(Office of Indian Affairs Received Sep. 14, 1908 File.....) 62212.

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3829 18077 TLD.

DEPARTEMENT OF THE INTERIOR.