

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 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 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: <sup>her</sup> Tahsalay X Carthlony (SEAL)

Guy T. Berry. *e* <sup>mark</sup> William Fox (SEAL)

Two witnesses to execution by lessor: ) Luke Fox (SEAL)

Elmer E. Shaffer, P.O. Independence, Kan.; TEXAS-OKLAHOMA INVESTMENT COMPANY (CORPORATE SEAL)

John Brown, P.O. Bixby, Okla. By A. W. Shulthis, President.

Two witnesses to execution by lessee:

F. E. Beal, P.O. Independence, Kan.

Anna Truttman, P. O. Independence, Kans.

STATE OF OKLAHOMA, COUNTY OF MUSKOGEE) SS.

BEFORE ME, a Notary Public in and for said County and State, on this 28th, day of August 1908, personally appeared Tahsalay Carthlony, William Fox and Luke Fox, to me known to be the identical persons who executed the within and foregoing lease, 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.

Ed Hirsh *e e*

(SEAL) My commission expires Jan'y. 4/1912.

Land described herein was regularly allotted on May 15, 1900 to Carthlony, who is 57 years old; Full-blood Creek Roll No. 1851. No Contest. No part alienated for Townsite purp. H. std. SE of SE of 26-17-13.

J. G. Wright, Commissioner,

By S. C. Pitts

Dated Sept. 5, 1908.

(Received Sep. 4, 1908, at 3.50, (DIAL STAMP) Union Agency No. 47163) J.C.L.

(Received Jan. 2, 1909, Union Agency Dept. No. 31) 1305.