

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

On the 16th, day of December, A. D. 1908, before me, the subscriber, a Notary Public in and for said County and State, personally appeared R. H. Shrewsbury, W. F. Daley and A. T. Kreps, Jr. to me known to be the identical persons <sup>named in and</sup> who executed <sup>the</sup> ~~the~~ within and foregoing instrument 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, and desired that it might be recorded as such. Witness my hand and official seal, on the date above written.

John R. Ramsey, Notary Public.

(SEAL) My commission expires Nov. 12-1910. Tulsa, County State of Oklahoma.

Filed for record at Tulsa, Okla., Jan. 2, 1909, at 1 P. M.

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

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COMPARED

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

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION,

O K L A H O M A.

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 30th, day of June, A. D. 1908, by and between Jessie H. McLane, of Braggs, Oklahoma/ a mixed-blood citizen of the Cherokee Nation, party of the first part, hereinafter designated as lessor, and the Ione Oil Company, a corporation, of Collinsville, Oklahoma, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the Act of Congress approved July 1, 1902, 32 Stat. L. 716, witnesseth:

1. The lessor, for and in consideration of One Dollar, the receipt whereof is 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 Tulsa and State of Oklahoma, to wit:

The W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 21, Township 21 N., Range 13 E. of the Indian Meridian, and Containing 80 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~~ <sup>at the rate of</sup> 12 $\frac{1}{2}$  per cent of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as ~~royalty in advance~~ <sup>royalty</sup> 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 ~~tested at~~ <sup>is</sup> more than three million cubic feet per day, fifty