

on the premises, and that they will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that they will not at any time during the term hereby granted, assign, transfer, or sublet any estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the party of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said parties of the second part further covenant and agree that they will allow said lessor and his agents, from time to time, to enter upon and into all parts of said premises for the purpose of inspecting, and agree to keep an accurate account of all mining operations showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor and to the Secretary of the Interior through such office as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all mineral obtained from the land herein leased, as security for the payment of said royalties.

And the parties of the second part agree that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Cherokee Nation: and the said parties of the second part expressly agree that should their sublessees heirs, executors, administrators or assigns, violate any of the covenants, stipulations or provisions of this lease or fail for the period of sixty days to pay the stipulated monthly royalties provided for herein, then the party of the first part shall be at liberty, in his discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises and privileges of the parties of the second part, their sublessees, executors, administrators or assigns hereunder shall cease and end without further proceedings.

If the lessees make reasonable and bona fide effort to find and mine coal and asphalt in paying quantities, as is herein required of them, and such effort is unsuccessful, they may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this grant upon the full payment and performance of all their then existing obligations hereunder.

It is further agreed and understood that this lease shall be of no force and effect unless the parties of the second part shall, within sixty days from the date of the approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of May 4, 1903, prescribed by the Secretary of the Interior, which shall be deposited and remain on file in the Indian office during the life of this lease.

IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written. All interlineations made before signing; also all erasures.

WITNESSES:

George O. Butler, P.O. Tahlequah, I. T.

James M. Oglesby, P.O. Oolagah, I. T.

Joseph B. Dunlap, P.O. Tulsa, I. T.

Jacob D. Reneau, P. O. Tulsa, I. T.

Joseph B. Dunlap, P. O. Tulsa, I. T.

his  
as to Winfield X Williams (SEAL)  
mark

as to Alex S. Lewis (SEAL)

as to Stephen R. Lewis. (SEAL)

PROOF OF LEASE BY SUBSCRIBING WITNESSES.

UNITED STATES OF AMERICA, INDIAN TERRITORY, )  
: SS.  
NORTHERN JUDICIAL DISTRICT. )

On this 3d, day of September, A. D. 1904, before me, a Notary Public, within and for the