

Nation, Oklahoma.

of Full Blood, a citizen of the Cherokee Nation, party of the first part, hereinafter designated as lessor, and
of Lucas Oil Company, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of
Congress approved May 24, 1908, (Public Law 40) witnesseth:

N.B. 4 of N.B. 7 of section number (9) and W¹/₂ of S.C. 4 of S.C. 4 and S.C. 4 of S.W. 4 of

1223 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, the sum of _____ 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 on each gas-producing well utilized otherwise than as provided herein, where the capacity is tested at three million cubic feet or less, one dollar per day of twenty-four hours, one hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet per day, fifty dollars for each additional million cubic feet or major fraction thereof. The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises, provided there be surplus gas produced on said premises over and above enough to fully operate the same. Failure on the part of the lessee to use a gas-producing well, which can not profitably be utilized at the rate herein prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee desires to retain gas-producing privileges, lessee shall pay a rental of fifty dollars per annum in advance on each gas-producing well, gas from which is not marketed or not utilized otherwise than for operations on this lease, the first payment to become due and to be made within thirty days from the date the lessee desires to retain the same.

3. Until a producing well is completed on the premises, the first thirty days from the date the lessee desires to retain the same, the lessor shall receive as royalty one dollar and seventy-five cents per acre per annum, annually, in advance, for the first and second years; thirty cents per acre per annum, annually, in advance, for the third and fourth years; and seventy-five cents per acre per annum, annually, in advance, for the fifth year; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalty.

in its occupancy or use, take good care of the same and promptly surrender and return the premises upon the termination of this lease to lessor or to whomsoever shall be lawfully entitled thereto, unavavoidable casualties excepted; shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by which said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease excepting the tools, derricks, bollors, boller houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, which shall remain the property of the lessee, and may be removed at any time prior to sixty days after the termination of the lease by forfeiture or otherwise; shall permit any nuisance to be maintained on the premises under lessee's control, nor allow any building, structure or other thing to be sold or given away for any purposes on such premises; shall use any well for the oil-bearing stratum or in the manner required by the laws of the State of Oklahoma.

d. The lessor shall keep an accurate account of all oil-mining operations, show it the sales, prices, dates, purchasers, and the whole amount of oil mined or removed.

and be relieved from all further obligations or liability hereunder: 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.

10. 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

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.

12. In event restrictions on alienation shall be removed from the covenanted premises, such restrictions 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 powers 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 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.

14. In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Two witnesses to execution by lessor: H. F. Sinclair Secy. (Cor. Seal) Sarah Ross [Seal]

P. O. *Ray B. Wagner* *The Lucas Oil Company* [Seal]
F. Mus. Rose, Okla. *by F. B. Miller, President* [Seal]

Ingrid Tildan 2

P. O. Wm. Rager, Okla.
Two witnesses to execution by lessee:
James D. Morrison

P. O. Independence, Kansas

Ernest B. Hurford
I do hereby certify that

2. If a full-blood, insert "April 26, 1906, 31 Stat. L. 137"; if a mixed-blood Creek or Creek freedman, insert "June 30, 1902, 32 Stat. L. 600"; and if a mixed-blood Cherokee or Cherokee freedman, insert "July 1, 1902, 32 Stat. L. 1430."

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

State of Oklahoma, County of Muskogee County, ss.

before me, United States Commissioner

In and for said County and State, on this 12th day of January, 1929, personally appeared John J. [illegible]

Sarah Good of Salvia Chakoma

to me known to be the identical person.... who executed the within and foregoing lease, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Charles W. Nichols

(My commission expires _____) United States Commissioner.

State of Oklahoma _____ County ss _____

State of Oklahoma, Adair County, ss. *W. L.* A.D. 1929, 11 o'clock P.
This Judgment was filed for Record on the _____ day of _____, 19____.

This instrument was filed for record on the 1st day of June 1964, at 10:00 A.M.

St. G. Walkley, Reg. of News

By _____ Deputy.

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