

N. 2777 Quadruplicate. 15961 (24) LLL.  
LEASE 1705 *BRS.*

Transferable Only With Consent of the Secretary of the Interior.  
OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT CREEK NATION  
INDIAN TERRITORY.

[Sec 17 Act of June 30, 1902, 32 Stat. L. 500]

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 4th day of September, A.D. 1907, by and between Ernest M. Yates, guardian of Jane Morgan, a minor, of Broken Arrow, I.T. party of the first part, lessor, and MINSHALL OIL & GAS COMPANY, of Tulsa, Indian Territory, party of the second part, lessee, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

WITNESSETH, that the party of the first part, for and in consideration of the royalties covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, its heirs, successors, and assigns, do hereby demise, grant and let unto the party of the second part, its heirs, successors, and assigns, for the term ending June 8, 1922 from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Creek Indian Nation, and within the Indian Territory, to-wit: The Lots One and Two and the South Half of the North east Quarter of section 4, township 18 N. range 13, E. of the Indian Meridian, and containing 159.81 acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including 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 including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations,

In consideration of which the party of the second part hereby agrees and binds itself its heirs, successors, and assigns, to pay or cause to be paid to the United States Indian Agent, Union Agency, Indian Territory, for the lessor as royalty the sum of ten per cent of the gross proceeds on the leased, premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay on each gas-producing well utilized, 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 more than three million cubic feet per day, fifty dollars for each additional million cubic feet or fraction thereof. The lessor shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee to use a gas-producing well, where the same can not be reasonably utilized at the rate so 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 it shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well.