

Filed for record at Tulsa Nov. 9th, 1909 at 8 o'clock A.M.

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

610C
H.R.

QUADRUPLICATE 4128

L.J.L.

COMPARED

Transferable Only With Consent of the Secretary of the Interior.
OIL AND GAS MINING LEASE.

UPON LANDS SELECTED FOR ALLOTMENT CHEROKEE NATION, INDIAN TERRITORY.
(Section 72, Act of July 1, 1902, 32 Stat. 716, 726)

THIS INDENTURE, Made and entered into, in quadruplicate on this 27th day of April A.D. 190-- by and between Sonney Smith Guardian of Gladys Smith a minor Born February 4th 1898, of Tulsa, Indian Territory, party of the first part and Penn Oil Company, a corporation, organized and existing under and by virtue of the laws of the United States in force in the Indian Territory, of Bartlesville, Indian Territory, party of the second part, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 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 successors and assigns, does hereby demise, grant, and let unto the party of the second part, its successors and assigns, for the term of ending February 3rd 1916, years 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 Cherokee Indian Nation and within the Indian Territory; to-wit: The South Half of South West Quarter of Section Twenty Eight (28) township Twenty (20) North, Range Thirteen (13) East, of the Indian Meridian and containing Eighty (80) 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 successors and assigns, to pay or cause to be paid to the lessor as royalty the sum of ten per cent of the value on the leased premises of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding, its extraction agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe and to so pay the royalty accruing for any month on or before the twenty fifth day of the month succeeding and where the value of the crude oil fluctuates, the average value during the