

81758 QUADRUPLICATE.

COMPARED

9581

Transferable Only With Consent of the Secretary of the Interior.

OIL AND GAS MINING LEASE.

(Upon land Selected for Allotment, Creek Nation, Indian Territory)

(Section 17, Act of July 30, 1902, 32 Stat. 500)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate on this 14th day of June A.D. 1906, by and between Frank L. Mars, legal and duly appointed guardian of Rachael H. Perryman, a minor of Sapulpa, Ind. Ter. party of the first part and Barnes Investment Company, a corporation organized under the laws of the United States in force in the Indian Territory of Muskogee, Ind. Ter. party of the second part, 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 successors and assigns, does hereby demise, grant, and let unto the party of the second part, its successors and assigns, for the term of 6 years and 10 months 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 Nation and within the Indian Territory, to-wit: The North west quarter of Section Thirty-five (35) township Eighteen (18) North, range twelve (12) East, of the Indian Meridian, and containing One Hundred and sixty (160) 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 month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, one hundred and fifty dollars royalty on each gas producing well, the lessor to have the free use of gas for lighting and warming her residence on the premises.