

relative to oil and gas leases in the Cherokee Nation.

And the said party of the second part expressly agrees that should it or its sublessees, heirs, executors administrators, successors, 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 royalty 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 party of the second part, its sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and without further proceedings.

If the lessee makes reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of it, and such effort is unsuccessful it may at any time thereafter with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all its then existing obligations hereunder. Provided, however, that approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the party of the second part shall, within sixty days from the date of approval of the application filed in connection herewith furnish a satisfactory bond in accordance with the regulations of March 27, 1905, 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 have hereunto subscribed their names and affixed their seals on the day and year first above written.

Henry C. Walkley (S.M.)

Curator of Cherokee West, Okla.

(JOSE S.M.)

By Frank H. Overleg, (S.M.)
President.

Attest: John H. McGuire, Secretary.

Two Witnesses to execution by lessor:
Harry H. Maho, P.O. Claremore, I.T.
Ephraim A. Church, P.O. Claremore, I.T.

Two witnesses to execution by lessee:
James H. Huckleberry P.O. Muskogee, I.T.
Frank J. Sabourin, P.O. Muskogee, I.T.

WITNESSETH.

United States of Mexico, Indian Territory)
Northern Judicial District) S.S.

On this 28th day of April A.D. 1905 before me a Notary Public within and for the Northern District of the Indian Territory appeared in person Henry C. Walkley, to me personally well known as the person whose name appears upon the within and foregoing oil and gas mining lease, as the party lessor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and I hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as such Notary Public in the Northern District of the Indian Territory, on this 28th day of April A.D. 1905.
(S.M.) Joe H. Hakey, Notary Public.

My commission expires 3/28/1909.

WITNESSETH.