

QUADRUPPLICATE

6557

3997

COMPARED

TRANSMITTED ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.  
OIL AND GAS MINING LEASE.

UPON LANDS SET ASIDE FOR ALLOTMENT CHEROKEE NATION INDIAN TERRITORY.  
(Sec 72 Act of July 1, 1902, 32 Stat 716-726)

THIS INSTRUMENT OF LEASE, Made and entered into in quadruplicate on this 3rd day of October A.D. 1905 by and between William H. Blakemore, Guardian of a female minor Gracie D. Blakemore, born December 16<sup>th</sup> 1897, of Wasso, Indian Territory, party of the first part, and Colin Oil and Gas Company of Bartlesville, Indian Territory, a corporation duly organized and existing under the laws of the Indian Territory and authorized to carry on business in the Indian Territory by compliance with the laws in force therein 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 years expiring December 15<sup>th</sup> 1915 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 NE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> and NW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> of Section Twenty six (26) Township Twenty one (21) 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 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 iron 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 free use of gas for lighting and warming his residence on the premises, but failure on the part of the lessee to use a gas-producing well where the same cannot be reasonably utilized at the rate so prescribed, shall no work a forfeiture of this