

Transferable only with consent of the Secretary of the Interior.

OIL AND GAS MINING LEASE.

7839.

UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY.

(Section 72, Act of July 1, 1902, 32 Stat. 716, 726.)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this 17th, day of January A. D., 1906, by and between Thomas^W Davis, a citizen of the Cherokee Nation by blood and of lawful age of Pegg, Ind. Ter., party of the first part, and Owasso Oil Company, incorporated under the laws of Delaware, with branch office at Lawrence, Kansas, of Blairsville, Pennsylvania, 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 grant, demise and let unto the party of the second part, its successors and assigns, for the term of Fifteen (15) years from the days hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Cherokee^{Nation} and within the Indian Territory, to-wit:

The E/2 of SE/4 and the SE/4 of NE/4 of Section Thirty One (31), Township Twenty Two (22) North, Range Thirteen (13) East, of the Indian Meridian, and containing One Hundred Twenty (120) 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 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 said 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 the 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 the use of gas for heating and lighting his residence on the premises. But failure on the part of the lessee to use a gas producing well, where the same cannot be profitably 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 privilege, it shall pay a royalty of fifty dollars per annum on each gas producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas, payment thereafter for such wells to be made in advance at the first of each succeeding year dating from first payment.

And the party of the second part further agrees and binds itself and its successors