

And the party of the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior 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 sub; lessees, heirs, executors, administrators, successors and 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 her 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 her-under shall cease and end without further proceedings.

If the lessee make 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 the approval of the application filed in connection herewith, furnish satisfactory bond in accordance with the regulations of March 20, 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, the day and year first above mentioned.

(CORPORATE SEAL

Polly David (SEAL)

ATTEST:

OWASSO OIL COMPANY (SEAL)

F. A. Wood, Sec'y.

By J.R. Greenleafs, Pt. (SEAL)

Two witnesses to execution by lessor:

Albert A. Taylor, P. O. Tahlequah, I. T.

James W. Carter, P. O. Tahlequah, I. T.

Two witnesses to execution by lessee:

John W. Howard, P. O. Lawrence, Kans.

Lizzie Lindner, P. O. Lawrence, Ks.

AFFIDAVIT OF WITNESSES.

UNITED STATES OF AMERICA, )  
NORTHERN JUDICIAL DISTRICT.: SS.  
INDIAN TERRITORY. )

Albert A. Taylor of Tahlequah, Ind. Ter. and James W. Carter, of Tahlequah, Ind. Ter. ,witnesses to the attached lease executed by Polly David, to Owasso Oil Company being by me first duly sworn, upon their oaths state, each for himself: That said foregoing oil and gas mining lease was in their presence read and fully explained to the lessor, who stated that she understood the nature, contents and effect thereof , and approved of the same.

Albert A. Taylor

James W. Carter.

Subscribed in my presence and sworn to before me, this 20th, day of January 1906.  
Wm. F. Rasmus, Notary Public.  
(SEAL) My commission expires April 12th 1909 (4th Term)