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OIL AND GAS LEASE RECORD, No. 65.

DEWORTH BOOK CO., LEAVENWORTH, KAN. No. 20137

FORM A .- For Full-Blood Indians of the Five Civilized Tribes-

LEASE

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, Cherohel GREEK NATION, INDIAN TERRITORY (Sec. #19 and 20, Act of April 26, 1906,) 34 Statt. 1. 137. day of October THIS INDENTURE OF LEASE, Made and entered into in Audruplicate on this 19 0 7, by and between Mr. allen part of the second part, lessee, under and in pursuance of the provisions of Sections # of the Act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder:

WITNESSETH, That the part 105 the first f WITNESSETH, That the part of the first part, for and in consideration of the royalties, covenants, stimulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part of the second part, heirs, successors, and assigns, do hereby demise, grant, and let unto the part of the second part, heirs, successors, and assigns, for the term of fefture years from the day hereof all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the landian Territory, to-wit: The discovery of gas.

And the part of the second part further agree advance annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the first and second years; the sums of money as follows, to-wit: Fifteen cents per acre per annum, in advance, for the first and second years; the second per thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties; and further, that should the part of the second part neglect or refuse to pay such advance annual royalty for the period of sixty days after the same becomes due and payable the Secretary of the Interior, after ten days' notice to the parties, may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor.

The part of the second part of the second payable the seco The part of the second part further covenant and agree to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessee shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian Agent, Union Agency, Indian Territory, for the use and benefit of the lessor..., in addition to the required annual advance royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessee...may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor....demand such action. The part of the second part further agreed to carry on operations in a workmanlike manner to the fullest possible except, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements elected thereon during the said term by the said part of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipe lines, pamping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not permit any nuisance to be maintained on the premises under Suc control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that ises under.

control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said part of the second part further covenant and agreed that will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall in all respects be subject to the rules and egulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the and that this lease, or any interest therein, shall not, by working or drilling contract or otherwise, or the use thereof, directly of indirectly, be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should or removed; and all sums due as royalty shall be a subject to the rules and egulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior first obtained, and that should or transferred without the consent of the Secretary of the Interior first obtained, and that should be a subject to the rules and expension or transferred without the consent of the Secretary of the Interior first obtained, and that should be a subject to the rules and that should be a subject to the rules of the secretary of the Interior first obtained, and that should be a subject to the rules and that should be a subject to the rules of the rules of the ises under. sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fall for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties herein shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises, and privileges of the lessee the same, when all sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor shall be entitled to immediate possession of the leased land and the permanent improvements located thereon. If the lessee make reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the In and such effort is unsuccessful, he 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 then accrued and payable obligations hereunder: Provider, 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.