

and interest therein or thereunder can be directly or indirectly made without the consent of the lessor, and The Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.)

And the said party of the second part further covenants and agrees that he will keep and accurate account of all oil mining operations, showing 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 other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained, from the land herein leased, as security for the payment of said royalties.

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 Creek Nation.

And the said party of the second part expressly agrees that should he, or his sublessees, heirs, executors, administrators 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 part, 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 his sublessees, heirs, executors, administrators or assigns hereunder shall cease and end without further proceedings.

If the lessee makes reasonable and bonafide efforts to find and produce oil in paying quantities as is herein required of him, 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 his then existing obligations hereunder. Provided, however, that approval of 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 a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

IN WITNESS WHEREOF, the said parties have hereunto set subscribed their names and affixed their seals, on the day and year first above written.

Attest: Nettie G. Coleman (SEAL)

Two witnesses to execution by lessor: John L. Mitchell (SEAL)

Robert L. Page, P. O. Sapulpa, Ind. Ter.

Harry Campbell, P. O. Sapulpa, Ind. Ter.

Two witnesses to execution by lessee:

Harold Helm, P. O. Tulsa, Indian Territory

Claude A. Thompson, P. O. Tulsa, Indian Territory/

A C K N O W L E D G E M E N T.

UNITED STATES OF AMERICA, INDIAN TERRITORY,

WESTERN J U D I C I A L D I S T R I C T.

On this 15th, day of July A. D. 1905, before me, a Notary Public, within and for the Western District of the Indian Territory, appeared in person Nettie G. Coleman, to me personally known as the person whose name appears upon the within and foregoing in-