

quired and directed.

It is therefore ordered, adjudged and decreed by the Court that the said sale be, and the same is hereby confirmed and approved and declared valid, and the said F. S. Kent as such Guardian is directed to execute to said purchaser a proper and legal Oil and Gas Mining Lease on said real estate, provided this lease shall not be assigned without consent of Guardian and approval of Court and Lessee shall execute bond in the sum of \$250.00 for the faithful performance of contract.

J. T. *Parker*, County Judge.

STATE OF OKLAHOMA,)
: SS.
CHEROKEE COUNTY.)

I, J. C. Woodson, Clerk of the County Court in and for the County and State aforesaid, do hereby certify the above and foregoing to be a full, true and *complete* copy of the Order Confirming sale this day filed in Probate 809 new, Estate of Omie M. Buse, minor, as the same appears on file and of record in my office.

WITNESS my hand and Seal of said Court, this 29 day of July 19__

J. C. Woodson, Clerk County Court.

(COURT SEAL)

Filed for record at Tulsa, Okla., Oct. 1, 1909, at 4.15 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

4443

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE.

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 2nd day of June A. D. 1905, by and between Frank Phillips, Guardian of Ewell Phillips, a minor, of Skiatook, Ind. Ter., party of the first part, and Richard T. Root, of Denver Colo. 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, his successors and assigns, does hereby demise, grant and let unto the party of the second part, his successors and assigns, for the term of fifteen years 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 Nation and within the Indian Territory, to-wit:

The N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$, NW 10.21 acres of Lot 4 of Section One (1) Township Twenty One (21) North, Range Twelve (12) 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 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 also the right to obtain from wells or other