

without the written 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 it will keep an 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 or lease shall in all respects be subject to the rules and regulations of the Secretary of the Interior, heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas mining leases in the Cherokee Nation.

And the said party of the second part expressly agrees that should it or its sublessees, heirs, executors, administrators, successors 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 party of the first part shall be at liberty in his 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 hereunder shall cease and end without further proceedings.

If the lessee makes 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 the 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 a satisfactory bond in accordance with the regulations of May 4, 1903, 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, on the day and year first above mentioned.

Attest: James E. Hopkins.

James P. Lloyd, Guardian of Rosa B. Lloyd (SEAL)  
a minor.

Two witnesses to execution by lessor.

A. B. Smith Drilling Company (SEAL)

Hulette F. Aby, P. O. Tulsa, I. T.

By A. B. Smith, President.

John E. Pearson, P. O. Tulsa, I. T.

Attest: D. C. Morrison Secretary

Two witnesses to execution by lessee:

(CORPORATE SEAL)

George C. Butte, P. O. Muskogee, I. T.

Chester A. Cooper, P. O. Muskogee, Ind. Ter.

George C. Butte, P. O. Muskogee, I. T.

Chester A. Cooper, Muskogee, Ind. Ter.

#### AFFIDAVIT OF WITNESSES.

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

Hulette F. Aby, of Tulsa, I. T. and John E. Pearson, of Tulsa, I. T. witnesses to