

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 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 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 parties of the first part shall be at liberty in their 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 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 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, which shall be deposited and remain on file in the Indian Office during the life of said lease.

In witness whereof, the said parties hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

All Interlineations and erasures made before signing. William A. Sapulpa, Guardian of Fred Green & Geo. A. Sapulpa,
Henry W. Perryman, Guardian of Joseph & Ralph Perryman sole heirs of Eliza Perryman, deceased.

Attest:

John O. Mitchell, Secretary. Galbreath Oil & Gas Co.
By Robert Galbreath, President (Sticker Seal)

(Corp Seal)

Two witnesses to execution by lessor:
Neta L. Miller, P.O. Sapulpa, I.T.
Frank L. Mars, P.O. Sapulpa, I.T.

Two witnesses to execution by lessee:
Neta L. Miller, P.O. Sapulpa, I.T.
Frank L. Mars, P.O. Sapulpa, I.T.

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA INDIAN TERRITORY)

WESTERN JUDICIAL DISTRICT (S.S.

On this 14th day of June A.D. 1906, before me, a Notary Public within and for the Western Judicial District of the Indian Territory, appeared in person Henry W. Perryman, Guardian and William A. Sapulpa, Guardian, to me personally well known to be the persons whose name-- appears upon the within and foregoing Oil and Gas Mining Lease, as the party lessors and stated that he had