

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 Cherokee Nation.

And the said party of the second part expressly agrees that should it, or its sublessees, 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 a liberty in his discretion to avoid this indenture lease and cause the same to be annulled, when all the rights, franchises and privileges of the party of the second part, its sublessees, 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 March 20, 1905, 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 hereto subscribed their names and affixed their seals on the day and year first above mentioned.

James W. Turly (Sticker Seal)  
Guardian of William B. Turly, (a minor)

(CORP SEAL)

Lumbermans Oil & Gas Company (seal)  
By Frank Barnes, Vice President

Attest:

Two witnesses to execution by lessor.  
John W. Beck, P.O. Owasso, I.T.  
Boone F. Grey, P.O. Owasso, I.T.

Two witnesses to execution by lessee:  
Amanda S. Dumenil, P.O. Dewey, I.T.  
Lucretia M. Kennell, P.O. Dewey, I.T.

#### ACKNOWLEDGMENT.

United States of America, Indian Territory)  
Northern Judicial District ( S.S.

On this 3rd day of October A.D. 1905, before me, a Notary Public within and for the Northern Judicial District of the Indian Territory, appeared in person James W. Turly, Guardian of William B. Turly, a minor to me personally well known as the person whose name appears upon the within and foregoing Oil and Gas Mining Lease as the party lessor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed