

IN WITNESS WHEREOF, I the principal Chief for the Cherokee Nation, have hereunto set my hand and caused the Great Seal of said Nation to be affixed at the date hereinafter shown.

Date January 30th, 1906.

(Great Seal)

W. J. Rogers, Principal Chief of the Cherokee Nation.

Department of the Interior. APPROVED Mar. 30, 1906
(D.U.)

Thomas Ryan, Acting Secretary.

By Oliver A. Phelps Clerk.

Filed for record on the 10 day of Apr. 1906 at 10 o'clock A.M. and recorded in Book 3 page 565.

Tams Bixby, Commissioner to the five Civilized Tribes.

File No. 1787.

By Hal Galford, Clerk.

Filed for record at Tulsa, Okla. Jan. 19 1910 at 11:35 o'clock A.M.

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

OIL AND GAS LEASE.

THIS LEASE, made this 19th day of January A.D. 1910 by and between Davis Tyner of Skiatook, Oklahoma, of the first part and The Aurora Oil & Gas Co. (a corporation) of the second part.

WITNESSETH, That the said part-- of the first part, in consideration of One Dollar in hand paid, the receipt of which is hereby acknowledged and the stipulations, rents and covenants herein after contained, on the part of the said party of the second part, his heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, devised and let unto the said party of the second part its heirs, executors, administrators, successors, and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of five years, or as long thereafter as Oil or gas is found in paying quantities, all that certain tract of land, situated in the county of Tulsa, State of Oklahoma, and particularly described as follows, to-wit: SW/4 of Se/4 Sec. 26 and the S/2 of SW/4 of SW/4 and the NW/4 of SW/4 of SW/4 Sec. 25, all in Twp. 22 R. 12 E., containing 70 acres, more or less, excepting and reserving therefrom -----feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees in consideration of the said lease of the above described premises, to give said first part one eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred & fifty (150) dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the

COMPARED