

royalty or payment thereunder, or the assignment of leases, shall operate to affect the terms and conditions of this lease.

9. Upon the violation of any of the substantial terms and conditions of this lease, the Secretary of the Interior (or lessor, in event restrictions are removed as provided in paragraph 12 hereof) shall have the right, at any time after thirty days notice to the lessee specifying the terms or conditions violated, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land.

10. Before this lease shall be in force and effect the lessee shall furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office.

11. Assignment of the lease or any interest therein may be made with the approval of the Secretary of the Interior, it being understood that to secure such approval the proposed assignee need only be qualified to hold such lease under the rules and regulations, and furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the faithful performance of the covenants and conditions of this lease..

12. In event restrictions on alienation shall be removed from all the lease hold premises described above, this lease shall be released from the supervision of the Secretary of the Interior, such release to take effect without further agreement, from the date such restrictions are removed, and thereupon the authority and power delegated to the Secretary of the Interior as herein provided shall cease, and all payments required to be made to the United States Indian Agent shall thereafter be made to lessor or the then owner of said land; and changes in regulations thereafter made by the Secretary of the Interior applicable to oil and gas leases shall not apply to this lease.

13. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors, and lawful assigns of the parties hereto.

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

Attest.-----

Lizzie Enriques (seal)
nee Gooden

Two witnesses to execution by lessor.
Sandy Johnson P.O. Tulsa, Okla. Earle T. Miller (seal)
Frank S. Foster, P.O. Tulsa, Oklahoma.

Two witnesses to execution by lessee. ~~Levi Ackley~~
Levi Ackley P.O. Muskogee, Okla.
Charles Kellogg, P.O. Sapulpa, Oklahoma.

State of Oklahoma)

County of Tulsa (s.s.

Be it remembered that before me Frank S. Foster, a Notary Public in and for said county and state, on this twenty second day of November 1909 personally appeared Lizzie Enriques Nee Gooden, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Frank S. Foster, Notary Public.

My commission expires December 16, 1911.