

and Galbreath Oil and Gas Company of Tulsa, Indian Territory party of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

WITNESSETH, That the parties of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, its successors and assigns, do hereby demise, grant, and let unto the party of the second part, its successors and assigns for the term of eight years, four months and 20 days from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Creek Nation and within the Indian Territory, to-wit: The west half of the North west Quarter and the west half of the south west quarter of section twenty six (26) township Eighteen (18) North, range twelve (12) east, of the Indian Meridian, and containing one hundred and sixty (160) acres, more or less, with the right to extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the party of the second part hereby agrees and binds itself, its successors and assigns, to pay or cause to be paid to the lessors as royalty the sum of ten per cent of the value, on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, one hundred and fifty dollars royalty on each gas-producing well, the lessors to have free the use of gas for lighting and warming their residence on the premises. But failure on the part of the lessee to use a gas producing well, where the same cannot be reasonably utilized at the rate so prescribed shall not work a forfeiture of this lease so far as the same relates to mining oil but if the lessee desires to retain gas producing privileges it shall pay a royalty of fifty dollars per annum on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas, payments thereafter for such wells to be made in advance at the first of each succeeding year, dating from first payment.

And the party of the second part further agrees and binds itself its successors and assigns, to pay or cause to be paid to the lessors as advanced annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre per annum, in advance, for the first and second years; Thirty cents per acre per