

No removal of restrictions for townsite purposes. Not involved in any claim for
 appraisement of Improvements under act of March 2, 1907
 N.E. of S.W.) 17-121-13 is
 N. E. of S.E. of S.W.) Surp. Bal Home
 Land described herein was regularly allotted on Sept 8 1903 to Aaron Tyner who is 23
 years old; 1/2 blood, Cherokee Roll No. 10374
 No contests J G. Wright Commissioner *by J.G.W.*
 Date Aug 9, 1909
 Received Aug 5, 1909 Enclosure to No. 44269 8847 10374
 Received Aug 15, 1910 Union Agency Dept No. 2403
 Office of Indian Affairs Received Aug 5, 1910 63673
 Office of Indian Affairs Received Aug 31 1910 70938
 Office of U.S. Indian Agent Received Apr 21, 1906 No. -----Muskogee, Ind Ter.

Transferable Only with Consent of the Secretary of the Interior.
 OIL AND GAS MINING LEASE
 UPON LAND SELECTED FOR ALLOTMENT CHEROKEE NATION INDIAN TERRITORY
 (Sec 72, Act of July 1, 1902, 32 Stat 716-726)

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 2nd
 day of April A.D. 1906, by and between Aaron Tyner, of Turley, Indian Territory, party
 of the first part and Edgar W. Clark of Kansas City, Missouri party of the second part,
 under and in pursuance of the provisions of Section 72 of the act of Congress approved
 July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder
 WITNESSETH that the party 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, his heirs, executors, admin-
 istrators successors and assigns, does hereby demise, grant, and let unto the party of the
 second part, his heirs, executors, administrators successors and assigns, for the term of
 fifteen years 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 Cherokee Indian Nation
 and within the Indian Territory, to-wit: The east one half of the south-west quarter
 of section 17 Township 21 North range 13 East of the Indian Meridian and containing
 80 acres more or less, with the right to prospect for, 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 pro-
 secution of said operations.

In consideration of which the party of the second part hereby agrees and binds
 himself his heirs, executors, administrators, successors and assigns, to pay or cause
 to be paid to the lessor, 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 be determined under the di-
 rection 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 lessor to have free the use of gas for lighting and warming his
 residence on the premises But failure on the party of the lessee to use a gas pro-
 ducing 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 he shall pay a royalty of