

And the said party of the second part further covenants and agrees that he will keep an accurate account of all oil mining operations, showing the whole amount of oil mined or removed and all sums due as royalty shall be a lien on all implements, tools, movable machinery and other personal chattels used in said prospecting and mining operations, and upon all of the 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 he or his sublessees, heirs, executors, administrators, 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 at liberty in his discretion to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises and privileges of the party of the second part, its sublessees, heirs, executors, administrators, 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 him, and such effort is unsuccessful he 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 his 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 hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Aaron Tyner (sticker seal)

Edgar W. Clark (Sticker seal)

Two witnesses to execution by lessor:
James H. Huckleberry, P.O. Muskogee, I.T.
James F. Tyner, P.O. Turley, I.T.

Two witnesses to execution by lessee:
A.M. Lemphear, P.O. 2405 East 10th St., Kansas City, Mo.
Chas S. Harding, P.O. Independence, Mo.

United States of America, Indian Territory, Northern Judicial District, SS.

Be It Remembered, that on this day came before me, the undersigned a Notary Public within and for the Northern Judicial District of the Indian Territory aforesaid duly commissioned and acting as such Aaron Tyner to me personally well known as the party lessor in the within and foregoing indenture of oil and gas mining lease and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify.

Witness my hand and seal as such Notary Public on this 2nd day of April 1906.

(Seal)

F.M. Briscoe, Notary Public

My commission expires June 24, 1908.