

Filed for record at Tulsa, Okla Nov. 17, 1910 at 1 P.M.

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

COMPARED

Not involved in claim for appraisal of improvements under act of March 2, 1907
No removal of restrictions for townsite purposes.

NW of SW)17-21-13 is Surp
NE of SW of SW)Bal Home

Land described herein was regularly allotted on Sept. 8, 1903, to Quaty Tyner, who is
45 years old, 1/2 blood Cherokee, Roll No. 10372.

No contests J.G. Wright, Commissioner
Date Aug 9, 1909. By J.C.K.

Received Aug 5, 1909 Enclosure to No. 44211

Received Aug 15, 1910 Union Agency Dept No. 2403

Office of Indian Affairs Received Aug 9 1910 63673

10372

Office of Indian Affairs Received Aug 31, 1910 70938

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 State, 716 726)

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this

-----2d day of September, A.D. 1904 by and between Quaty Tyner of Turley, I.T.

party of the first part, and Edgar W. Clark, of Kansas City, Mo. party of the second
part, under and in pursuance of the provisions of Section 72 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
or administrators hereby demise, grant, and let unto the party of the second part his
heirs executors or administrators for the term of fifteen years, from the date hereof
allof 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,
towit: The W 1/2 of SW 1/4 of section seventeen, Township Twenty one north range Thirteen
east of the Indian Meridian and containing Eighty 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 prosecution of said
operations.

In consideration of which the party of the second part hereby agrees and binds
himself his heirs executors or administrators 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 finally be determined under the direction of the sec-
retary 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, such royalty on each gas producing well as the secretary of the in-
terior may prescribe the lessor to have free the use of gas for lighting and warming
his residence on the premises. But failure on the part of the lessee to use a gas pro-