

who was born on the 1st day of April 1898 of Turley, Indian Territory, party of the first part and Cyrus S. Avery, of Vinita, Indian Territory, 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, administrators, and assigns does hereby demise, grant and let unto the party of the second part, his heirs, executors, administrators and assigns for the term of years ending March 31st, 1919 all 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 $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section seventeen (17) Township Twenty one (21) North, Range thirteen (13) East of the Indian Meridian and containing eighty (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 prosecution 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 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 lessor to have free the use of gas for lighting and warming his residence on the premises. But a 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 he 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 the first payment.

And the party of the second part further agrees and binds himself, his heirs, executors, administrators and assigns to pay or cause to be paid to the lessor 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 annum, in advance for the third and fourth years, and seventy five cents per acre per annum, in advance for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be