

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, his 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 the approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of March 20, 1905, as 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 hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

James F. Tyner, Guardian of Lemuel Charley, a minor
(Sticker seal)

Cyrus S. Avery

Two witnesses to execution by lessor:
Seymour Riddle, P.O. Vinita, I.T.
Charlie W. Eaton, P.O. Tulsa, Ind Ter.

Two witnesses to execution by lessee:
Seymour Riddle, P.O. Vinita, I.T.
John W. Blue, P.O. Vinita, I.T.

Acknowledgment.

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

On this 12th day of February A.D. 1906, before me, a Notary Public within and for the Northern Judicial District of the Indian Territory, appeared in person James F. Tyner, guardian, to me personally well known as the person whose name appears upon the within and foregoing oil and gas mining lease, as the party lessor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and I hereby so certify.

In Testimony whereof, I have hereunto set my hand and affixed my seal as such Notary Public in the Northern Judicial District of the Indian Territory, on this 12th day of February A.D. 1906

(seal)

A.F. Mood, Notary Public.

My commission expires August 25th, 1909.

AFFIDAVIT OF WITNESSES

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

Seymour Riddle of Vinita, Indian Territory, and Charles W. Eaton, of Tulsa, Indian Territory witnesses to the foregoing and attached oil and gas mining lease executed by James F. Tyner, guardian to Cyrus S. Avery, being by me first duly sworn, upon oath state each for himself: That they saw the lessor subscribe and execute the said lease; that the same was read and explained to the said lessor in their presence, and that the said lessor stated that he understood the nature, contents and effect of the said lease and approved of the same, and that they signed the said lease as witnesses