

Form: For free blood Indian of the Five civilized tribes

Quadruplicate. 3611

17288

LLL

LEASE

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CREEK NATION, INDIAN TERRITORY/
NOW OKLAHOMA

(Sect. 19 and 20 act of April 26, 1906, 34 Stat. L. 137)

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 4 day of February A.D. 1908 by and between Eli Toskey sole heir at law of Ned Toskey, Deceased, of Schuler, Okla. party of the first part, lessor, and Sutton Oil Company, a corporation, organized under the laws of Indian Territory, of Bartlesville, Okla. party of the second part, lessee, under and in pursuance of the provisions of sections 19 and 20 of the act of Congress approved April 26, 1906, 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, its heirs, successors, and assigns, does hereby demise, grant, and let unto the party of the second part, its heirs, successors, and assigns, for the term of 15 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 Creek ~~Nation~~ ^{Nation} Indian Territory and within the Indian Territory, now Oklahoma, to-wit: The West half (W $\frac{1}{2}$) of the North East quarter (NE $\frac{1}{4}$) of section 7, township 12 range 13 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 prosecution of said operations,

In consideration of which the party of the second part hereby agrees and binds itself its heirs, successors, and assigns, to pay or cause to be paid to the United States Indian Agent, Union Agency, Indian Territory, now Oklahoma, for the lessor, as royalty the sum of 10 per cent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil, and the lessee shall pay on each gas producing well utilized where the capacity is tested at three million cubic feet or less per day of twenty four hours, one hundred and fifty dollars *per annum and where the capacity is more than three million cubic feet per day, fifty Dollars* for each additional million cubic feet or fraction thereof. The lessor shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that 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 it shall pay a royalty of fifty dollars per annum, in advance, 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.

And the party of the second part further agrees and binds itself its heirs, successors, and assigns, to pay, or cause to be paid to the said agent, for lessor, as advance annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre