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

QUADRUPLICATE

6899

16944

LLL.

Form A.--Cherokee-Other than full bloods

3504 PRE.

LEASE

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 Stat. L. 716-725)

THIS INDENTURE OF LEASE, Made and entered into in quaaruplicate on this 28th day of January A.D. 1908, by and between Davis Chisholm of Turley, Okla. party of the first pat, lessor and Decem Oil Company of Bolivar, N.Y. party of the second pat, lessee, 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, 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 fifteen years from the date hereof, all of the oil deposits and natural gas inor under the following described tract of land, lying and being within the Cherokee Indian Nation and within the Oklahoma Tulsa County to-wit: The ----- of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 18 and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 20 & N $\frac{1}{2}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 20 all of Township 21 range 13 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 itself its heirs, successors, and assigns, to pay or cause to be paid to the United States Indian Agent, Union Agency, Indian Territory, for the lessor, as royalty, the sum of ten 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