

LLL Quadruplicate. N

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COMPARED

Indian Office 8400 Incl. No. 4 1906.

Transferable only with consent of the Secretary of the Interior
OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE
NATION, INDIAN TERRITORY.

(Section 72, Act of July 1, 1902 32 Stat. 716-726)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate on
this 14 th day of December, A.D. 1905, by and between Samuel A. Adkisson, as
Guardian of the person and estate of Jennie M. Adkisson, ^{born December 25th 1901.} a minor, of Eureka, Ind-
ian Territory, party of the first part, and Frank A. Gillespie, of Independence,
Kansas, party of the second part, under and in pursuance of the regulations pre-
scribed 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 ending Dec. 24th, 1919, from the date hereof 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 East one half of the North east quarter of section 32, township 21 North
Range 13, East 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 himself, his heirs, executors, administrators, and assigns, to pay or cause
to be paid to the lessors 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 months 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 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 be