

water above the oil bearing horizon.

And it is mutually understood and agreed that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can directly or indirectly made without the written consent thereto of the lessor and the secretary of the interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said party of the second part further covenants and agrees that it will keep an accurate account of all oil mining operations showing the whole amount of oil mined or removed, and all sums due as royalty shall be a lien on all implements, tools, movable machinery and other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the party of the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the interior relative to oil and gas leases in the Cherokee Nation.

And the said party of the second part expressly agrees that should it or its sublessees, heirs, executors, administrators successors, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the party of the first part shall be at liberty to in her discretion to avoid this indenture of lease and cause the same be annulled when all the rights franchises, and privileges of the party of the second part, its 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 it and such effort is unsuccessful it 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 its 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 May 4, 1903, 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 have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

her
Jennie x Downing (Sticker seal)
mark.
The Southwestern Oil Gas & Coal Co.

(corp seal)

By I. J. Snarr, President (Sticker Seal)

Attest J.D. Cox, Secretary (Sticker seal)

Two witnesses to execution by lessor.
Clarence B. Haggard, P.O. Ramona, I.T.
Charley Clark, P.O. Tahlequah, I.T.

Two witnesses to execution by lessee.
Clarence B. Haggard, P.O. Ramona, I.T.