

date hereof, all of 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 N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 26, Township 23 N. Range 12 E. and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and W $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of section thirteen Township Twenty two North, range twelve East, of the Indian Meridian and containing fifty 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, successors and assigns, to pay or cause to be paid to the lessor, 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 thereon 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 month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, such royalty on each gas-producing well as the secretary of the Interior may prescribe, 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.

And the party of the second part further agrees and binds itself its successors and assigns, to pay or cause to be paid to the lessor, as advanced annual royalty on this lease, the sums of money as follows, to-wit: fifteen cents per acre per annum, in advance for the first and second years; Thirty cents per acre per annum in advance for the third and fourth years; and seventy five cents per acre per annum, in advance for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the party of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor, be null and void, and all royalties paid in advance shall become the money and property of the lessor.

The party of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to