

1436 Quadruplicate 12718

LLL

Form 101 - For full blood Indians of the Five Civilized Tribes.
Lease

Transferable only with consent of the secretary of the Interior.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT CREEK/ATION INDIAN TERRITORY.

act of
'Sect's 19 and 20 April 26, 1906

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 6th day of April A.D. 1907, by and between David Beaver, of Tulsa, Indian Territory, *party* of the first part, lessor and The March Oil Company, a corporation duly organized and existing under the laws *in force* in the Indian Territory, of Tulsa, Indian Territory, party of the second part, lessee, under *and* in pursuance of the provisions of section 19 and 20 of the act of Congress approved April 26, 1906 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 in or under the following described tract of land, lying and being within the Creek Indian Nation and within the Indian Territory, to-wit: The South east quarter of the southeast quarter (SE 1/4) of the SE 1/4 of of section 29, Township 19 Range 13 of the Indian Meridian and containing forty 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 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, in yearly payments at the end of each year, one hundred and fifty dollars royalty on each gas producing well it shall use 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 can not 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 advanced on each gas producing well not utilized, the first payment to become due and to be