

Received
Feb 14, 1911
Union Agency
Dept No 564

Received
Feb 2 1909
Union Agency
Dept No 513

Office of Indian Affairs
Received
Jan 31, 1911
No. 3102

Received
Dec 15, 1908
Union Agency
No. 66401

Duplicate 18332

27

OIL AND GAS LEASE RECORD

#34091

3966

Form A, Series 1908--Approved April 20, 1908.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT

Creek NATION, OKLAHOMA

This Indenture of Lease, Made and entered into in quadruplicate on this 30th day of November, A. D. 1908, by and between
Larry Brown, guardian for Sherman Brown, a minor
of Oklahoma
and
Hallinger Oil Company
of Oklahoma
party of the first part, hereinafter designated as lessor, and
party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress approved May 27, 1908 (Public No. 1470), witnesses:

1. The lessor, for and in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee, for the term of five years from the date of the approval hereof by the Secretary of the Interior, and as much longer thereafter as oil or gas is found in paying quantities, all the oil deposits and natural gas in or under the following-described tract of land, lying and being within the county of Tulsa and State of Oklahoma, to-wit: The West Half of the Northwest Quarter of Section 19, Township 19 North, Range 12 East and the North Quarter of Section 24 of the Northwest Quarter of Section 25, Township 19 North, Range 12 East, of the Creek Nation, Oklahoma.

2. The lessee hereby agrees to pay or cause to be paid to the United States Indian Agent, Union Agency, Muskogee, Okla., for the lessor, as royalty, the sum of \$1.25 per acre, of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty in advance on each gas-producing well utilized otherwise than as provided herein, 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 major fraction thereof. The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises, provided there be surplus gas produced on said premises over and above enough to fully operate the well. Failure on the part of the lessee to use a gas-producing well, which can not profitably be utilized at the rate herein 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, lessee shall pay a rental of fifty dollars per annum in advance on each gas-producing well, gas from which is not marketed or not utilized otherwise than for operations under this lease, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

3. Until a producing well is completed on said premises the lessee shall pay or cause to be paid to the said agent for lessor, as advance annual royalty on this lease, fifteen cents per acre per annum, annually, in advance, for the first and second years; thirty cents per acre per annum, annually, in advance, for the third and fourth years; and seventy-five cents per acre per annum, annually, in advance, for the fifth year; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties.

4. The lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease, and drill at least one well thereon within twelve months from the date of the approval of this lease by the Secretary of the Interior, and on failure to do so this lease becomes null and void. PROVIDED, HOWEVER, there is reserved and granted to the lessee the right and privilege of delaying the drilling of said well for not exceeding five years from the date of the approval of the lease by the Secretary of the Interior by paying to the United States Indian Agent, Union Agency, Muskogee, Okla., for the use and benefit of the lessor (subject to the limitations and conditions hereinafter contained), in addition to said advance royalty, the sum of one dollar per acre per annum for each year the completion of such well is delayed, payable on or before the end of each year; but lessee may be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

5. The lessee shall carry on development and operations in a workmanlike manner, commit no waste on the said land and suffer none to be committed upon the portion in his occupancy or use, take good care of the same and promptly surrender and return the premises upon the termination of this lease to lessor or to whomsoever shall be lawfully entitled thereto, unavoidable casualties excepted; shall not remove therefrom any buildings or permanent improvements erected thereon during the term of this lease, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, excepting the tools, derricks, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, which shall remain the property of the lessee, and may be removed at any time prior to sixty days after the termination of the lease by forfeiture or otherwise; shall not permit any nuisance to be maintained on the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; shall not use such premises for any other purposes than those authorized in this lease; and before abandoning any well shall securely plug the same so as effectively to shut off all water from the oil-bearing stratum, or in the manner required by the laws of the State of Oklahoma.

6. The lessee shall keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchases, and 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 all other personal chattels used in operating said property, and upon all of the unsold oil obtained from the land herein leased, as security for payment of said royalty.

7. The lessee may at any time, by paying to the Indian Agent all amounts then due as provided herein and the further sum of one dollar, surrender and cancel this lease and be relieved from all further obligations or liability hereunder. PROVIDED, if this lease has been recorded, the lessee shall execute a release on record the same in the proper county recording office; PROVIDED, FURTHER, in event restrictions are removed from all leased premises, the lessee may surrender all the undeveloped portion thereof, by paying the lessor all amounts then due and the further sum of one dollar, which surrender shall not effect the terms hereof as to each producing well and ten acres of said premises as nearly in square form as possible next contiguous to and surrounding each of said wells, and execute and record a cancellation of premises surrendered.

8. This lease shall be subject to the regulations of the Secretary of the Interior, now or hereafter in force, relative to such leases, all of which regulations are made a part and condition of this lease. PROVIDED, HOWEVER, that no regulations made after the approval of this lease, affecting either the length of term of oil and gas leases, the rates of royalty or payments thereunder, or the assignment of leases, shall operate to affect the terms and conditions of this lease.

9. Upon the violation of any of the substantial terms and conditions of this lease, the Secretary of the Interior (or lessor, in event restrictions are removed as provided in paragraph 12 hereof) shall have the right, at any time after thirty days' notice to the lessee specifying the terms or conditions violated, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land.

10. Before this lease shall be in force and effect the lessee shall furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office.

11. Assignment of this lease or any interest therein may be made with the approval of the Secretary of the Interior, it being understood that to secure such approval the proposed assignee need only be qualified to hold such a lease under the rules and regulations, and furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the faithful performance of the covenants and conditions of this lease.

12. In event restrictions on alienation shall be removed from all the leasehold premises described above, this lease shall be released from the supervision of the Secretary of the Interior, such release to take effect without further agreement, from the date such restrictions are removed, and thereupon the authority and power delegated to the Secretary of the Interior as herein provided shall cease, and all payments required to be made to the United States Indian Agent shall thereafter be made to lessor or the then owner of said land; and changes in regulations thereafter made by the Secretary of the Interior applicable to oil and gas leases shall not apply to this lease.

13. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

14. In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ATTEST:

S. H. Green, Secretary
Two witnesses to execution by lessor:
Joseph Brown
P. O. Sapulpa, Okla.
John S. Ellinghausen
P. O. Sapulpa, Okla.
Two witnesses to execution by lessee:
Cather Magnuson
P. O. Tulsa, Okla.
Claude F. Hingley
P. O. Tulsa, Okla.

Here insert full-blood, mixed-blood, intermarried, or freedman, as shown by the rolls of the Commission to the Five Civilized Tribes.
If a full-blood, insert "April 20, 1906, 34 Stat. L., 1371" if a mixed-blood Creek or Creek freedman, insert "June 30, 1902, 32 Stat. L., 500" and if a mixed-blood Cherokee or Cherokee freedman, insert "July 1, 1902, 32 Stat. L., 710."

State of Oklahoma, County of Creek, ss.
before me, a Notary Public, in and for said county and State,
on this 30th day of November, 1908, personally appeared
Larry Brown, guardian for Sherman Brown, a minor
a minor
to me known to be the identical person who executed the within foregoing lease, and acknowledged to me that he
executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Seal)
(My commission expires Dec 16, 1911.)
John S. Ellinghausen
Notary Public.

DEPARTMENT OF THE INTERIOR

Office of Indian Affairs
Received
Jan 12, 1909
File 3209
The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be approved except into N. 250 a g n 610
See my report of even date.
Jan 21, Dec. 19, Tr 19, Rg 12, to expire February 28, 1927.
Dana H. Kellogg
U. S. Indian Agent

State of Oklahoma, Tulsa County, Tulsa, Okla.
I hereby certify that this instrument was filed for record in my office on 7 day of Sep A. D. 1911, at 10:30 o'clock A. M.
By H. C. Walkley
Deputy Register of Deeds.

OFFICE OF INDIAN AFFAIRS

WASHINGTON, D. C., Jan., 22, 1909
Respectfully submitted to the Secretary of the Interior with recommendation that it be approved to expire February 28, 1927.
R. S. Valentine
Commissioner.
WASHINGTON, D. C., Jan. 25, 1909
approved to expire February 28, 1927.
James S. Wilson
Assistant Secretary of the Interior.

Department of the Interior
Washington D. C. Feb. 7, 1911.
Respectfully submitted to the Secretary of the Interior recommending cancellation, without waiver of amount of overbills or royalties due.
F. H. Albright, Assistant Commissioner of Indian Affairs
Feb 10, 1911, Cancelled as recommended Frank Pierce First Assistant Secretary of the Interior