

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21309

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

**NATION, OKLAHOMA**

This Indenture of Lease, Made and entered into in quadruplicate on this 10<sup>th</sup> day of October 10 A.D. 1908., by and between

Mary Emmittha, nee Tucca of Julia, Oklahoma  
 a fullblood citizen of the Creek Nation, party of the first part, hereinafter designated as lessor, and  
 Ballinger Oil Company, a corporation duly organized and existing under the  
 laws in force in the Indian Territory now State of Oklahoma of which 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. 140), with intent that the lessee, for and in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the lessee, does hereby grant and lease, for the term of years therein expressed, to the lessor, for and in consideration of the sum of \$750.00 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 and natural gas in or under the following-described tract of land, lying and being within the county of \_\_\_\_\_, State of Oklahoma, to-wit: The NE 1/4 of Sec 14, and NE 1/4 of Sec 15, and NE 1/4 of Sec 16, and NE 1/4 of Sec 17, and NE 1/4 of Sec 18, Township 14 North, Range 11 East, and E 1/2 of Sec 19, T. 14 N., R. 11 E., S. 17 & 18, all in \_\_\_\_\_  
Section Seven (7), and NE 1/4 of NE 1/4 of Sec. 14, of Section 14, in \_\_\_\_\_ Township 14 North, \_\_\_\_\_ Range 12 East.

The Indian American, containing... said land may reasonably be needed, more or less, with the exclusive right to prospect for, extract, pipe, store, and remove oil and natural gas from beneath such lands; also the right to obtain from wells or other sources on said land, by means of pipelines or otherwise, a sufficient supply of water to carry on said operations, and also the right to use, free of cost, oil and natural gas as fuel so far as necessary to the development and operation of said property.

This lease shall extend back to the date hereinafter stated, until the Union Agency, Muskogee, Oklahoma, for the lessor, as royalty, the sum of \$10 per cent. of the gross proceeds of all crude oil extracted from the said land, each 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 tested at over three million cubic feet per day of twenty-four hours, two hundred dollars per annum, commencing on January first next following its residence on the leased premises, provided there be surplus gas produced on said premises over and above enough to fully operate the same. 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 on the said land, it must cause to be marketed or sold some portion of the 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 the 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; if 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 future lands so leased hereunder and approved by the UNITED STATES, there is hereby granted to the lessee the right and privilege of laying down pipelines, and other structures, for the purpose of conveying the oil and natural gas produced on the lands so leased by the Secretary of the Interior by paying to the United States Indian Superintendent, Union Agency, Muskogee, Okla., for the use and benefit of the lessor (subject to the limitations and conditions hereinafter mentioned), 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 structures erected thereon during the said term, but said buildings and improvements shall remain a part of the said land and shall be the property of the lessor, including the tools, derricks, hoists, bower 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 the lease; and before abandoning any well shall securely plug the same so as effectually 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 paid to the lessor or to whomsoever shall be lawfully entitled thereto, in cash or in check, at least once each month.

7. The lessee may at any time, by paying to the Indian Superintendent 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, lessee shall execute a release and 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 affect the terms hereof as to each producing well and ten acres of said premises so 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 payment thereunder, or the

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 be released and revert to the United States, and the said land thereunder 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 in 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.

Witness:  
 J. L. Green, Secretary  
 Two witnesses to execution by lessor:  
 on 14 line from bottom of first page the word eight  
 and 14 line from bottom of first page the word eight

Mary Emmathia ne Fusawa (SEAL)  
 Bellinger Oil Company (SEAL)

Legation of Peru  
 Lima, Peru  
 P. O.

To the  
 Honorable  
 President

The  
 President

Two witnesses to execution by lessor:  
 Claude F. Finkbeiner

P. O. Julia Olsen  
Esther Magnusson

P. O., Tulsa, Okla.  
State of Oklahoma, County of Oklmulgee, ss.  
at Tulsa, Okla. this 1st day of April, A.D. 1920.  
I, Wm. H. C. Brown, Clerk of said Court, do hereby certify that the foregoing is a true and correct copy of the original as same appears from the records of said Court.

on this, 10, day of October, 1908, personally appeared Mary Esmanthla, well known

to me known to be the identical person.... who executed the within and foregoing lease, and acknowledged to me that, she  
executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(seal) John, H. Clapp  
My commission expires \_\_\_\_\_

DEPARTMENT OF THE INTERIOR  
UNITED STATES INDIAN SERVICE

UNION AGENCY

Muskogee, Okla., *Nov. 28,* 190*8.*

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation

Respectfully submitted to the Secretary of the Interior, with recommendation that it be

*approved*  
*R. G. Valentine*  
*acting* Commissioner.

that it be.....  
See my report of even date.

DEPARTMENT OF THE INTERIOR  
WASHINGTON, D. C.

approved  
Jan 25 1909

Wanna H. Kelley, Agent  
Joseph L. Wilson

State of Oklahoma, Tulsa County, Tulsa, Okla.  
I hereby certify that this instrument was filed for record in my office on 26 day of May, A. D. 1912, at 9:35 o'clock A.M.

By..... Deputy *H. W. Walker* Register of Deeds.  
*per 1*

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Office of Indian Affairs }  
 Received  
 Dec 9 - 1908  
 J. H. Little  
 82 4355-  
 Received Feb. 2 1909  
 unknown agency  
 Sept. Nov. 813  
 Received Oct 22 190  
 9/15-United S. M.  
 unknown agency  
 Nov. 56 241  
 10/22/08  
 3.15 P. 17M.  
 C. H. K.