

of the land as a part of the consideration for this lease, in addition to the other considerations herein specified excepting the tools, boilers, boiler houses, pipe lines, pumping and frilling outfits, tanks, engines and machinery and the casing of all dry or exhausted wells, shall remain the property of the said party of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that it will not permit any nuisance to be maintained on the premises under its control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises, that it will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well it will securely plug the same so as to effectually shut off all water above the oil bearing horizon.

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 sales, prices, dates, purchasers, 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 said prospecting and mining operations, and upon all of the unsold oil obtained from the said land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed 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 Five Civilized Tribes, and that this lease, or any interest therein, shall not by working or drilling contract or otherwise, or the use thereof, directly or indirectly be sublet, assigned, or transferred without the consent of the secretary of the Interior first obtained, and that should it or its sublessees, heirs, executors, administrators, successors, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, with all the rights, franchises and privileges of the lessee its sublessees, heirs, executors, administrators, successors or assigns, ^{hereunder} shall cease and end without resorting to the court and without further proceedings, and the lessor shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee makes reasonable and bona fide effort to find and produce oil in paying quantity as 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 the ^{ten} accrued and payable 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 expressly agreed that this lease is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands in the Cherokee Nation, Indian