TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR

OIL AND GAS MINING LEASE

UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY

(Sec. 42, Act of July 1, 1902, 32 Stut., 716, 726.)

A. D. 1904, by and between Elisa John	won,			
A. D. 1904, by and between Chy a John Clarence O. Russell,	· B · 1	1.	Jen. T	Annual Annual Control of Control
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under and in pursuance of the provisions of section 🕰 of the	e act of Congress app	roved July 1, 19	02, and the regul	ntions prescribed by the Secreti
of the Interior thereunder.				
WITNESSETH: That the partof the first part, for	r and in consideration	of the royalties	, covenants, stipu	lations, and conditions hereinal
contained, and hereby agreed to be paid, observed, and perform	ned by the partof	the second part,	hio heirs, o	xecutors or administrators, dog
contained, and hereby agreed to be paid, observed, and perform hereby demise, grant, and let unto the part_yf the second property of	part, he heirs, e	xecutors or admi	nistrators, for the	term of fifteen
years from the date hereof, all of the	e oil deposits and natu	ral gas in or un	der the following	described tract of land, lying a
being within the Cherokee Indian Nation and within the Indian	n Territory, to-wit: T	he South h	alf of the So	utheast quarter
1/2 g d 8 /4) of Section one, (1) Townsh	ip Sixteen (16)	north, Ron	ge Thirtee.	(13) East, and the
being within the theoretical indian Nation and within the Indian Nation and Within the Indian Nation one, (1) Township outh half of the Northwest quarter, (n. 12 2 n.w. /41		ikanik	
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of section Thirty-four (34), township of the Indian Meridian, and containing One Hundred	Seventeen (17)	north	range Thes	tien (13) East
extract, pipe, store, refine, and remove such oil and natural gas necessary to carry on the work of prospecting for, extracting, pobtain from wells or other sources on said land, by means of pi still further the right to use such oil and natural gas as fuels of In consideration of which the part 4	oiping, storing, refining ipe lines or otherwise, a far as it is necessary to hereby agrees and bine value, on the leased puttion, agree upon the value interior in such manning, and where the value in yearly payments, at the lighting and warming reasonably utilized at a retain gas preducing a medue and to be made the succeeding reasonable and the succeeding reasonable and the succeeding reasonable was a lighting and the succeeding reasonable and to be made and to be	, and removing a sufficient supp the prosecution de manage for all creations of all creations of the crude oil the end of each age for a supplemental supplementation of the crude oil the rate so prescorivileges the within from the fit	such oil and natury of water to carry of said operations. heirs, executors and oil extracted free oil on the lease prescribe, and to fluctuates, the aveyear, the hindred ence on the premitibed, shall not wonly on the date of the says from the says f	ral gas, including also the right on said operations, and included an administratore to pay or cause on the said land, and if the part of premises, the value thereof significant of the royalty accruing for rage value during the month significant of the deliars royalty, on eases. But failure on the part of the a forfeiture of this lease soulty of fifty dollars per annual to of the discovery of gas, payment.
And the part 4of the second part further agrees and bi essor, as advanced annual royalty on this lease, the sums of second years; Thirty cents per acre per annum, in advance, for	of money as follows, to	-wit: Fifteen ce	nts per acre per a nty-five cents per a	nnum, in advance, for the first a cre per annum, in advance, for
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Ith and each succeeding year thereafter of the term for which	this lease is to run; it	t being understo	od and agreed tha	t said sums of money so paid s
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by this lease, and to drill at least one well thereon within twelveshould the part of the second part fail, neglect, or refuse to Secretary, by declared null and void, with due notice to the less same in a workmanlike manner to the fullest possible extent, waste to be committed upon the portion in occupancy in the termination of this lease to the part of the first pouldings or improvements erected thereon during the said term a part of said land and become the property of the owner of the herein specified, excepting that tools, boilers, boiler-houses, piltry or exhausted wells, shall remain the property of the said party or exhausted wells, shall remain the property of the said party or exhausted wells, shall remain the property of the said party or exhausted wells, shall remain the property of the said party or exhausted wells, shall remain the property of the said party or exhausted wells.	this lease is to run; it such sums paid as advarenced of sixty days of it advance shall become to exercise diligenter menths from the datter durill at least one was and proof of the unavoidable casualties yor use; to take good part or to whomsoeve by the said part. However, the land as a part of the lines, pumping and art. Look of the second	t being understonced royalty, an after the same being the money arce in the sinking to the appropriate the default; and excepted; to except the same result within the factor of the same result be lawful of the second part to the second part, and may be part, and may be after the second part, and may be the consideration drilling outfits, part, and may be the second may be seen to the second part, and the second part part part part part part part part	od and agreed that directly that sho ecomes due and pad property of the go of the bend by	and the part
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the oil-bearing horizon. And it is mutually understood and agreed that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can be directly

And the sinductary discrete that he substant agreed that any such assignment or transfer not the reduction first obtained, and that any such assignment or transfer not agreed that agreed

And the part 4 of the second part agrees 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 Cherollee Nation.

And the said part 4 of the second part expressly agrees that should be or because the second part expressly agrees that should be or first days to pay the stipulated monthly royalty provided for herein, then the part 4 of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the right, franchises, and privileges of the part 4 of the second part, successors, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.