TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR

2682

## OIL AND GAS MINING LEASE

UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY

(Sec. 72, Act of July 1, 1902, 32 Stat., 716, 726.)

This Indenture of Lease, Made and entered into, in quadruplicate, on this. 20th day of Methods.  A. D. 190. 2., by and between Matthe Charge, as witigen githe Mescale Nationard g benefit of the Methods of the Interior thereunder.  Michael M. Jerunning  Make and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretar of the Interior thereunder.  WITNESSETH: That the part 4 of the first part, for and in consideration of the regulations, and conditions, and conditions hereinally contained, and hereby agreed to be paul, observed, and proformed by the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part, for hereby damins, grant, and let unto the part 4 of the second part hereby and the second part, for hereby damins, grant, and let unto the part 4 of the second part hereby age in the second part, for hereby damins, grant, and described the second part hereby age in the second part hereby a	A. D. 190 5, by and between Sallie Osage a citizen of Schlegue Richard M. Jennings  of Sttaburg of Under and in pursuance of the provisions of section 72 of the act of Congress ap of the Interior thereunder.  WITNESSETH: That the part 4 of the first part, for and in consideration contained, and hereby agreed to be paid, observed, and performed by the part 4 of the second part, being, years from the date hereof, all of the oil deposits and nat being within the Cherokee Indian Nation and within the Indian Territory, to-wit:  SW49 SW4, SA29 NW4 JW4; and the N.M.	Demographical part y of the first part and part y of the second part opproved July 1, 1902, and the regulations prescribed by the Secretar on of the royalties, covenants, stipulations, and conditions hereinafted the second part, him heirs, executors or administrators, do a large for the term of from (15) tural gas in or under the following described tract of land, lying and The y M. W. y J. W. y
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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 also the right obtain from wells or other wese 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 part, the second part hereby agrees and binds. In the prosecution of said operations.  In consideration of which the part that the part of the second part hereby agrees and binds. In the prosecution of said operations.  In consideration of which the part that the part of the second part hereby agrees and binds. In the prosecution of said operations.  In consideration of which the part that the part of the second part hereby agrees and binds. In the prosecution of said operations.  In consideration of which the part that the part of the second part hereby agrees and binds. In the prosecution of said operations.  In consideration of which the part that the part of the second part here cannot be reasonably utilized at the value of the crude oil on the leased premises, the value thereof sh finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for a month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month she constitute the criterion in computing the royalty accruing for a gas-producing well, the lessor to have free the use of gas for lighting and warming the part of the second part further the same cannot be reasonably utilized at the rate se prescribed, shall not work a forfeiture of this lease of the same relates to mining	of section Mice (2), township Twent, two	and the state of the secretary region and a graph of the secretary of the
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Secretary, be declared null and void, with due notice to the lessee	extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and necessary to carry on the work of prospecting for, extracting, piping, storing, refinir obtain from wells or other sources on said land, by means of pipe lines or otherwise still further the right to use such oil and natural gas as fuel so far as it is necessary to consideration of which the part. It is not seemed to the lessor, as royalty the sum of ten per cent. of the value, on the leased do not, before the tenth day of the month succeeding its extraction, agree upon the finally be determined under the direction of the Secretary of the Interior in such month on or before the twenty-fifth day of the month succeeding, and where the values constitute the criterion in computing the royalty; and to pay in yearly payments, a gas-producing well, the lessor	is use so much only of the surface of said land as may be reasonable in and removing such oil and natural gas, including also the right is, a sufficient supply of water to carry on said operations, and including to the prosecution of said operations.  Inds. Land Land Land Operations of administrators to pay or cause to premises, of all crude oil extracted from the said land, and if the particle value of the crude oil on the leased premises, the value thereof sha namer as he shall prescribe, and to so pay the royalty accruing for ar lue of the crude oil fluctuates, the average value during the month shad the end of each year, one hundred and fifty dollars royalty, on each can be easily as a considered on the part of the first at the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease so fig privileges.  In the rate so prescribed, shall not work a forfeiture of this lease shall, at the rate shall prescribed and agreed that said sums of money so paid shall not work a forfeiture of the same becomes due and payable, then this lease shall, at the rate of the same becomes due and payable, then this lease shall, at the rate of the same becomes due and payable, then

transfer made without such consent thereto of the lessor—and the Secretary of the Interior hist obtained, and that thy such assignment of transfer made or attempted without such consent shall be void.

And the said part 4 of the second part further covenants and agrees that \_\_\_\_\_\_ will keep an accurate account of all oil mining operations, showing 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 other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein lessed, as security for the payment of said royalties.

And the part 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 Cherokee Nation.

And the said part of the second part expressly agrees that should on the sublessees, heirs, executors, administrators, successors, or assigns, violate any of the covenants, stipulations, or provisions of this lease, on fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part 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 of the second part, sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.