<u>u-1</u>2 264() 488696 Juadruplicate mel no 44.1905 TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR J. le contra de la co ad AND GAS_MINING LEASE OIL UPON LAND SELECTED FOR ALLOTMENT, CHEROFTE NATION, INDIAN TERRITORY oK This Indenture of Lease, Made and entered into, in quadruplicate, on this Acr 497 y.z A. D. 1905, by and between John ber 1 as DN C. D L For July 1, 1902, and the regulations prescribed by the Secretary ...of..... for and in pursuance of the provisions of section 72 of the act of Congress approved July the Interior thereunder. WITNESSETH: That the part 4 of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter pontained, and hereby agreed to be paid, observed, and performed by the part is of the second part, then being hereby demise, grant, and let unto the part is of the second part, thereby demise, grant, and let unto the part is of the second part, thereby demise, grant, and let unto the part is of the second part, thereby demise, grant, and let unto the part is of the second part, thereby demise, grant, and let unto the part is of the second part, the second part is of the second p rs. do E-, for the term of fifteen (years from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and e Indian Nation and within the Indian Territory, to-wit: The 07 12 of the Wig of the & Wildow the M. Willow Dealton trying - Star Ein of the Cilo of the North Still ing within the Che 21, township Heen ten 19 northrange of section. Unerty one of the Indian Meridian, and containing. In tiche 12 last 1, township. n (15) acres, more or less, with the right to prospect for, 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 to In consideration of which the part work of the second part hereby agreed and bind the prosecution of said operations. The said land, and if the part is 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 work of the second part hereby agreed and bind the prosecution of said operations of pain of the part is of the second part hereby agreed and bind the prosecution of said operations of pain the part is of the second part hereby agreed and bind the prosecution of said operations of pain and if the part is of the second part hereby agreed and bind the prosecution of each of the said land, and if the parties do not, before the tenth day of the month succeeding its extraction, agree upon the value of the orude oil on the leased premises, the value thereof shall 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 any month on or before the the the function for the secretary of the later of the value of the and to so pay the royalty accruing for any month on or before the the the function of the secretary of the later of the value of the and to so pay the royalty accruing the month succeeding. 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 shall constitute the critication in computing the covalty; and to pay in yearly payments at the end of each year, one bundred and fifty dollars royalty, on each desires to retain ge as the same relates to mining oil, but if the lesses s-producing well not utilized the first pays after for such wells to be made in advance at the first of each succeeding year, dating from the first payment, barred second second part for the first of each succeeding year, dating from the first payment, barred second part further agrees and binds. I termselve, heirs, executive or administrators to pay or cause to be paid to the thereafter for such wells to be made in advance neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor......, be null and void, and all royalties paid in advance shall become the money and property of the lessor....... The part us of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered one well thereen within twelve months from the date of the approval of the bond by the Secr by this lease, and to drill at leas tary of the Interior. and should the part ______of the second part fail, neglect, or refuse to drill at least one well within Secretary, he declared null and void, with due notice to the lessee ______ and proof of the default; should the r time stated, this and proof of the default; and said part; of the second mart a e-to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer no waste to be committed upon the portion in <u>the conception</u> or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part <u>for</u> of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said part <u>for</u> of the second part, 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, in addition to the other considerations that tools holder buildings and the solder start of the same and dilling and for the solder shall be for the solder and the considerations of the second part of the tooks consideration and the consideration of the second part of the tooks consideration of the solder shall be for a part of such as a part of the consideration for this lease, in addition to the other considerations that tooks holder builter builters of the such as a part of the consideration for this lease, and the considerations that tooks holder builter builters builters builters builters builters builters builters builters builters and the considerations of the solder builters and the considerations of the solder builters and the considerations and the considerations at the property of the owner of the solder builters and builters and the property of the considerations and the property of the solder builters and the property of the solder at the property of the solder builters and the property of the considerations are the property of the solder builters and the property of the part of the property of the solder builters and the property of the property herein specified, excepting that tools, boilers, boiler, houses, pipe lines, pumping and drilling outlits, tanks, engines, and machinery, and the considerations herein specified, excepting that tools, boilers, boiler, houses, pipe lines, pumping and drilling outlits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part to of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that the property of the said part to of the second part, and may be removed at any time before the expiration of sixty allow any intoxicating liquors to be sold or given away for any purposes on such premises; that the sum will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well of the will securely plug the same so as to effectually shut off all water above the oil bearing horizon. 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 はい、考し or indirectly made without the written consent thereto of the lessor and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void. And the said part 20 of the second part further covenants and agrees that they will keep an accurate account of all oil mining operations, showing the whole amount of oil mining 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 leased, as security for the payment of said royalties. 1.44

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