Stebbins Oil & Gasoline Company

INCORPORATED 1916
AUTHORIZED CAPITAL $750,000.00
Tulsa, Oklahoma

August 28, 1925.

Mr. A. W. Leech,
Shawnee Indian Agency,
Shawnee, Oklahoma.

Dear Sir:

We return herewith the copy of assignment
of oil and gas lease covering the

E/2 of the NE/4 of 32-176.

Please be advised that we received our copy
of this assignment several days ago.

Yours very truly,

STEBBINS OIL & GASOLINE COMPANY

BY: [Signature]
AFFIDAVITS OF INDIAN LESSOR AND LESSEE, PROOF OF BONUS, AND NO DEVELOPMENT.

(Must in all cases be properly executed and accompany lease when filed.)

STATE OF: Oklahoma, ss:
COUNTY OF: Pottawatomie

I, Susan Pickett, nee Appletrasa, of Cushing, Oklahoma, being first duly sworn according to law, state upon oath that I am more than 21 years of age, and that under date of March 6, 1923, I made oil and gas mining lease with T. J. Hughes covering 80 acres; that said lease was read over and fully explained to me at the time that I signed same, and I understand the nature, contents, and effect thereof; that I made said lease in good faith for the purposes therein specified, and now join in the application of the lessee for its approval by the Secretary of the Interior.

I further swear that, other than the terms of the lease described, the only contract, agreement, or understanding between myself and the lessee covering additional payments made or to be made as bonus money, or any other consideration, is as follows:

Two hundred fifty and No/100 dollars ($250.00) as bonus, of which amount I acknowledge the receipt of $250.00, the balance, if any, payable.

and the following additional agreement:

I further state that I have satisfied myself as to the value of this lease, and believe that the amount of bonus offered me as above indicated was reasonable and proper at the date the lease was executed.

WITNESSES TO MARK:

[Signatures]

P. O. Shawne, Oklahoma.

[Signatures]

P. O. Shawne, Oklahoma.

(Where lessor does not speak English, Interpreter must sign and be sworn to correctness of interpretation.)

[Signature of Interpreter]

Subscribed in my presence and sworn to before me this Sixth day of March, 1923, In connection therewith I certify that the above affidavit was fully explained to the Indian lessor, and I am satisfied that said lessor fully understands the nature of the lease referred to.

[Signature]

Superintendent & S. D. A
AFFIDAVIT OF LESSEE.

I, T. J. Hughes, of Cushing, Oklahoma, being first duly sworn according to law, state upon oath that I am the lessee, or the duly authorized agent of the lessee, in the above-described lease; that I know of my own personal knowledge that the only bonus to be paid for the execution of said lease, directly or indirectly, by the lessee to the lessor, or any one for him, is $250.00, of which $250.00 has been paid, and $500, payable above, and that the other agreement is precisely as stated by the lessor above; that there have been no operations or drilling by the lessee or any one for him upon the said premises included in said described lease, and that said lease will be completed under the rules of the Secretary of the Interior without unnecessary delay.

Subscribed and sworn to before me this 6th day of March, 1923

My commission expires July 25, 1924

Notary Public.

Note.—Affidavit of Indian lessor should be sworn to before a United States Commissioner, County or District Judge, Federal Judge, Clerk of Federal Court, or officer in charge.
Shawnee Indian Agency,
Shawnee, Oklahoma, April 16, 1923.

The Commissioner of Indian Affairs,
Washington, D. C.

Sir:

I have the honor to forward gerewith oil and gas lease in triplicate for approval upon the allotment of Susan Pickett, nee Appletree, Sa& Fox allottee No. 345, in favor of J. Hughes, of Cushing, Oklahoma.

 Lease No. 10456, Susan Pickett, nee Appletree, Fullblood Sac & Fox allottee, Lessor. Dated March 6, 1923, Filed March 21, 1923, Covering 160 acres allotted to the lessee. No removal of restrictions. Royalty 12½ %. Bond: Surety; $1500.00, American Suraty Co., of New York, N. Y.

 $250.00 Bonus paid direct to the lessee.
 $12.00 Adv. royalty taken up subject to the approval of lease.
 $11.00 Filing fee paid.

This land is located about seven miles from production and the bonus consideration of $3.25 per acre is considered adequate.

It is respectfully recommended that the lease be approved.

Very respectfully,

J. L. Guffeool, Superintendent

TBA
Cushing, Oklahoma

March 3, 1924

Dear Sir:

You will find herein enclosed my Check No. payable to your order, in the sum of Ninety Thousand Dollars to cover Annual rental from Mar. 5, 1924 to Mar. 6, 1925 under the lease for oil and gas lease embracing 80 acres, and situated in the County of Comanche, State of Oklahoma, and more particularly described, as follows:

The East (1/2) of the North East (1/4) of Section (32)
Township (14) North Range (6) East

10, 16

Very truly yours,

[Signature]
Stebbins Oil & Gasoline Co.,
Box 1970
Tulsa, Oklahoma.

Gentleman:

This will acknowledge the receipt of your letter of the 16th instant, enclosing assignment of oil and gas mining lease upon the allotment of Henry Appletree, deceased, described as the E/2 of NE\(\frac{1}{4}\) of section 32, township 17 north, range 6 east.

This assignment is being held without action in this Office for the reason that a filing fee of $11.00 has not been paid on this assignment.

Please remit same by return mail.

Very respectfully,

A. W. Leech,
Superintendent
Shawnee Indian Agency,
Shawnee, Oklahoma, May 23, 1925.

Stebbins Oil & Gasoline Co.,
Box 1970
Tulsa, Oklahoma.

Gentleman:

This will acknowledge the receipt of your letter of the 15th instant, enclosing assignment of oil and gas mining lease upon the allotment of Henry Appletree, deceased, described as the R/2 of NE ¼ of section 32, township 17 north, range 6 east.

This assignment is being held without action in this Office for the reason that a filing fee of $11.00 has not been paid on this assignment.

Please remit same by return mail.

Very respectfully,

A. W. Leech,
Superintendent

TBA
Mr. A. W. Leech,  
Disbursing Officer,  
Shawnee Indian Agency,  
Shawnee, Oklahoma.

Dear Sir:

Enclosed please find form No. 5-154 A, application for approval of assignment of oil and gas mining lease, with us as the assignee, together with four copies of assignments, surety bond, power of attorney covering signatures of the bonding company, and evidence of authority of our officers to execute papers.

Will you kindly place in the proper channels for approval and oblige

CEO

Yours very truly,

Encl.  

STEBBINS OIL & GASOLINE COMPANY

BY:
Assignment of Oil and Gas Mining Lease, No. 10456

Shawnee Indian Agency, Shawnee, Oklahoma.
June 1, 1925.

The Commissioner of Indian Affairs,
Washington, D. C.

Dear Mr. Commissioner,

I am transmitting herewith for the approval of the Office, all papers connected with the assignment of oil and gas mining lease No. 10668 upon land described as the E/2 of NE 4 of Sec. 32, Twp. 17 N., Range 6 East, being the allotment of Susan Pickett, née Appletree, and her husband Jesse Pickett, heirs of Henry Appletree, Sac & Fox allottee, from T. J. Hughes to Stebbins Oil and Gasoline Company, dated April 20, 1925, and filed May 16, 1925.

The papers enclosed are as follows:

- Application for approval of assignment.
- Evidence of authority of officers to execute papers.
- Bond: Southern Surety Company ($1,500)
- Power of Attorney
- Assignment in triplicate.

The filing fee of $11.00 and all rentals and royalties have been paid to date.

I recommend that the assignment be approved.

Very truly yours,

A. W. Leech,
Superintendent.
May 16th, 1925.

Shawnee Indian Agency,
Shawnee, Oklahoma.

Gentlemen:

We are enclosing herewith our check in the sum of $15.00 the same being the filing fees on the following lease assignments:

- NE/4 of Section 4-16-6
- 1/2 of SE/4 Section 28-17-6
- SW/4 of Section 33-17-6

Yours very truly,

Wade H. James

Enclosure - 1
Mr. A.W. Leech,

Supt., Shawnee Agency,

My dear Mr. Leech:

Assignment of Sac and Fox Okl and gas lease No. 10668 executed in favor of the Stebbins Oil and Gasoline Company, and submitted in your letter of June 1, 1925, is herewith returned, and in each copy of the assignment the names of the lessors and lessee should be interchanged. The President of said assignee company should affix his signature as such to the accompanying bond.

Card form 5-419a should be properly filled out. The name of the Indian allottee or heirs should be inserted after the word "lesser" instead of the name of the lessee or assignor.

Very truly yours,

(Signed) E.B. Meritt,
Assistant Commissioner.

Shawnee Indian Agency,
Shawnee, Oklahoma,
June 23, 1925.

Stebbins Oil and Gasoline Company,
Tulsa, Oklahoma.

Gentlemen:

Please comply with the instructions in the above Office letter.

Very truly yours,

A.W. Leech,
Superintendent.
Shawnee Indian Agency,
Shawnee, Oklahoma, July 24, 1925.

The Commissioner of Indian Affairs,
Washington, D.C.

Dear Mr. Commissioner:

Reference is made to Office letter dated June 20, 1925, above caption, returning assignment of oil and gas lease No. 10456, instead of No. 10668, executed in favor of the Stebbins Oil and Gasoline Company for the reason that the names of the lessors and lessee should be interchanged.

I have the honor to return herewith the assignment and that corrections have been made as requested.

Very respectfully,

A. W. Leech
Superintendent
ASSIGNMENT OF Oil and Gas LEASE.

 Whereas the Secretary of the Interior has heretofore approved oil and gas mining lease, dated March 6, 1923, entered into by and between Susan Pickett, nee Appletree b-1891 and her husband Jesse Pickett, heirs of Henry Appletree, deceased lessor, lessee, and T. J. Hughes, lessee, lessor, covering the following-described land in the Sac & Fox Reservation, State of Oklahoma, to-wit: The 5½ of the NE¼ of Section 32, Township 17 North, Range 6 East of the Indian Meridian, and containing eighty acres, and more or less in Lincoln County, State of Oklahoma,

 Now, therefore, for and in consideration of One Dollar, and other good and valuable consideration (1.00 dollars), the receipt of which is hereby acknowledged, the said T. J. Hughes, the lessee in the above-described lease, hereby bargains, sells, transfers, assigns, and conveys his right, title, and interest of the lessee in and to said lease, subject to the approval of the Secretary of the Interior, to Stebbins Oil & Gasoline Company

 In witness whereof the said lessee has hereunto set hand and seal this 25th day of April, 1925.

 ATTEST:

 Secretary.

 Stebbins Oil & Gasoline Company

 BY: Vice President.
ACKNOWLEDGMENT OF INDIVIDUAL.

State of Oklahoma

County of Tulsa

Be it remembered that on this day came before me, the undersigned Notary Public, within and for the State and county aforesaid, duly commissioned and acting as such, T. J. Hughes, to me personally well known, and stated that he executed the foregoing and annexed instrument for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal on this 20th day of April, 1905.

[Signature]

My commission expires March 8, 1925.

ACKNOWLEDGMENT OF CORPORATION.

State of

County of

On this day of , A. D. 191, before me, a person within and for the State and county aforesaid, personally appeared and to me personally known, who, being by me duly sworn, did each say that is the president and is the secretary of a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said duly acknowledged that they each had in their said official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.
official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal on this ........................................... day of .................................................., 191

My commission expires ......................................................


ACCEPTANCE BY ASSIGNEE.

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior, so far as applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

In witness whereof the said assignee has hereunto set his hand and seal this ........................................... day of .................................................., 191


CONSENT OF SURETY.

The ................................................................. of .................................................................
surety for ................................................................. on the bond accompanying
the lease above described, hereby consents to the assignment and transfer of said lease as above made

Dated at ........................................ this ...................................... day of ........................................, 191

DEPARTMENT OF THE INTERIOR,

WASHINGTON, D. C., AUG -8 1925

Approved:

[Signature]

*first* Assistant Secretary of the Interior.

Note.—If bond accompanying the original lease is to remain in full force and effect, it must be specifically so stated in the consent of the surety company.

The consent of the surety company need only be executed on the *original copy* of the assignment.
Mr. A. W. Leech,
Shawnee Indian Agency,
Shawnee, Oklahoma.

Dear Sir:

Enclosed herewith is release of oil and gas lease covering the NE\(\frac{1}{4}\) of the NW\(\frac{1}{4}\) of Section 32, Township 17 North, Range 6 East, Lincoln County, Oklahoma.

We received this lease by assignment from T. J. Hughes, and neither the original lease nor the assignment were ever placed of record. The copies we are surrendering herewith, to-gether with the $1.00 cancellation fee.

We failed to pay the rental on this piece this year and also failed to forward you a release, owing to the fact that this piece was included in a block of acreage on which the Independent Oil and Gas Company was paying all rentals and billing us for our 1/2 interest and we therefore overlooked this in our records. Will you kindly advise us what our obligation is in this connection so that we may release our bond on this piece.

Yours very truly,
STEBBINS OIL & GASOLINE COMPANY.

By G. T. Nelson
Secretary-Treasurer.
UNITED STATES
DEPARTMENT OF THE INTERIOR
INDIAN SERVICE
Shawnee Indian Agency,
Shawnee, Okla., Jan. 9, 1929

Lease No. 10456
Lessor...Susan Pickett
Lessee...Stephens Oil & Gasoline Co.

The Honorable,
The Commissioner of Indian Affairs.

Sir:
There is transmitted herewith for cancellation oil and gas lease listed above.

Lessee’s Bond
Assignment approved to August 8, 1925
Assignment approved to
Assignment approved to

Lessee’s Bond
Bond
Bond

AMOUNTS DUE AND UNPAID.

Advance royalty

year, $ , due
year, $ , due
year, $ , due

Well completed

Annual rental

$ due
$ due
$ due

TO BE CANCELLED FOR (see item checked).

(A) On application of lessee..., of lessor
Surrender fee paid...

lease surrendered
release filed

Yes
Yes
Yes

(B) For delinquency of lessee;
Lessee notified of delinquency

Remarks:

It is respectfully recommended that lease be cancelled as to NE 1/4

Respectfully,

A
Superintendent.
OIL AND GAS MINING LEASE—ALLOTTED INDIAN LANDS.

Probit
67302-17

Sac & Fox Reservation Shawnee, Okla.

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 6th day of March 1923,

by and between...Susan Pickett, nee Appletree b-1891 and her husband Jesse Pickett, heirs of Henry Appletree, deceased...

...of Cushing, State of Oklahoma allottee No. 345 of the Sac & Fox tribe of Indians, party of the first part, hereinafter designated lessee;

...and

T. J. Hughes of Cushing, State of Oklahoma, party of the second part, hereinafter called the lessor,

under and in pursuance of the provisions of the act of Congress approved March 3, 1909 (35 Stat. L. 781-783), and the regulations approved by the Secretary of the Interior, September 3, 1912;

WITNESSETH:

1. The lessor, 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, do hereby demise, grant, lease, and let unto the lessee for the term of ten years from the date of the approval hereof by the Secretary of the Interior, and as much longer thereafter as oil and gas shall be found in paying quantities, all the oil deposits and natural gas in or under the following-described tract of land, lying and being within the county of Lincoln,

State of Oklahoma, to wit: The E/2 of the NE

of section 32, township 17 North, range 6 east, of the Indian Meridian,

and containing Eighty acres, more or less, with the exclusive right to prospect for, extract, pipe, store, and remove oil and natural gas, and to occupy and use so much only of the surface of said land as may reasonably be necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such oil and natural gas, also the right to obtain from wells or other sources on said land, by means of pipe lines 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.

2. The lessee hereby agrees to pay or cause to be paid to the Superintendent of Indian School or other officer of the United States having jurisdiction over the leased premises, hereinafter called the officer in charge, for the use and benefit of the lessor, as royalty,

the sum of 12½ per cent of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty on each gas-producing well three hundred dollars per annum in advance, to be calculated from the date of commencement of utilization: Provided, That in the case of gas wells of small volume, when the rock pressure is one hundred pounds or less, the parties hereto may, subject to the approval of the Secretary of the Interior, agree upon a royalty which will become effective as a part of this lease: Provided further, That in case of gas wells of small volume or where the wells produce both oil and gas or oil and gas and salt water to such an extent that the gas is unfit for ordinary domestic purposes, or where the gas from any well is desired for temporary use in connection with drilling and pumping operations on adjacent or nearby tracts, the lessee shall have the option of paying royalties upon such gas wells of the same percentage of the gross proceeds from the sale of gas from such wells as is paid under this lease for royalty on oil. The lessor shall have the free use of gas for domestic purposes in their 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 desire to retain gas-producing privileges, the lessee shall pay a rental of one hundred dollars per annum, in advance, calculated from date of discovery of gas, on each gas-producing well the gas from which is not marketed or not utilized otherwise than for operations under this lease. Payments of annual gas royalties shall be made within twenty-five days from the date such royalties become due, other royalty payments to be made monthly on or before the 25th day of the month succeeding that for which such payment is to be made, supported by sworn statements.
3. Until a producing well is completed on said premises the lessee shall pay, or cause to be paid, to the officer in charge, for the use and benefit of the lessee, as advanced royalty, from the date of the approval of this lease, fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years; seventy-five cents per acre in advance, for the fifth year; and one dollar per acre per annum, in advance, for each succeeding year of the term of this lease; it being understood and agreed that such sums of money so paid shall be a credit on stipulated royalties for the year for which the payment of advanced royalty is made, and the lessee hereby agree that said advanced royalty when paid shall not be refunded to the lessee because of any subsequent surrender or cancellation thereof; nor shall the lessee be relieved from the obligation to pay said advance royalty annually when it becomes due, by reason of any subsequent surrender or cancellation of this lease.

4. The lessee shall exercise diligence in sinking wells for oil and natural gas on the land covered by this lease, and shall drill at least one well thereon within one year from the date of approval of this lease by the Secretary of the Interior, or shall pay to the officer in charge, for the use and benefit of the lessee, for each whole year the completion of such well is delayed, after the date of such approval by the Secretary of the Interior, for not to exceed ten years from the date of such approval, in addition to the other considerations named herein, a rental of one dollar per acre, payable annually; and if the lessee shall fail to drill at least one well within any such yearly period and shall fail to surrender this lease by executing and recording a proper release thereof and otherwise complying with paragraph numbered 7 hereof on or before the end of any such year during which the completion of such well is delayed, such failure shall be taken and held as conclusively evidencing the election and covenant of the lessee to pay the rental of one dollar per acre for such year, and thereupon the lessee shall be absolutely obligated to pay such rental. The failure of the lessee to pay such rental before the expiration of fifteen days after it becomes due at the end of any yearly period during which a well has not been completed as provided herein, shall be a violation of one of the material and substantial terms and conditions of this lease, and be cause for cancellation of such lease under paragraph numbered 9 hereof; but such cancellation shall not in anywise operate to release or relieve the lessee from the covenant and obligation to pay such rental, or any other accrued obligation. The lessee may be required by the Secretary of the Interior, or by such officer as may be designated by him for the purpose, to drill and operate wells to offset wells on adjoining tracts, and within three hundred feet of the dividing line, or in case of gas wells, lessee may have the option, in lieu of offsetting offset wells, of paying a sum equal to the royalties which would accrue on each well to be offset if said wells had been drilled and were being operated on the land described herein and in accordance with the terms hereof. It is understood and agreed by the parties hereto that offset wells shall be drilled, or royalty paid in lieu of drilling, within ten days after the lessee is notified to do so, and failure to comply with such requirement shall constitute a violation of one of the substantial terms of this lease.

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 occupancy or use, take good care of the same and promptly surrender and return the premises upon the termination of this lease to the lessee or to whomsoever shall be lawfully entitled thereto, unavoidable casualties excepted; the lessee shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, 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, excepting the tools, derricks, boilers, boiler 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 lease 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 purpose 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 in which the lands are situated.

6. The lessee shall 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 improvements, tools, movable machinery, and all other personal chattels used in operating said property, and upon all of the unsold oil obtained from the land herein leased, as security for payment of said royalty.

The lessee shall submit quarterly reports, whether oil royalty is paid by the pipe line company or other purchaser, to the officer in charge within fifteen days after March 31, June 30, September 30, and December 31 of each year upon prescribed forms, showing manner of operation, total production during the quarter, and all receipts during the quarter from any operations under the lease for the benefit of the lessee or the lessee, or both, giving the amount of each payment, the name of the party making same, and the nature of the operations from which the money received by such payment was derived.

7. The lessee may at any time, by paying to the officer in charge all amounts due thereon as provided herein, and the further sum of one dollar, surrender and cancel this lease and be relieved from all further obligations or liability thereunder: Provided, That if this lease has been recorded, lessee shall execute a release and record the same in the proper county recording office: Provided further, That in the event the trust period expires or the lessee be granted a patent in fee, the lessee may surrender all the undeveloped portion of the leased premises, by paying the officer in charge all amounts due thereon 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 as 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 prescribed by 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, 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 assignment of leases, shall operate to affect the terms and conditions of this lease.

9. In the event of violation of any of the material terms and conditions of this lease, the Secretary of the Interior (or the lessee, 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 lessee 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 as to the lessee for the performance of all the terms and conditions of this lease.
of this lease, affecting either the length of term of oil and gas leases, the rates of royalty or payment thereunder, or the assignment of leases, shall operate to affect the terms and conditions of this lease.

9. Upon the violation of any of the substantial terms and conditions of this lease, the Secretary of the Interior (or the 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, and such further bond or bonds as may be required by said Secretary, 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, by the trust period expiring and the lessor being given a patent in fee to the lands, or by the lessor being granted a patent in fee prior to the termination of his trust patent, 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 cease, and all payments required to be made to the officer in charge shall thereafter be made to lessor or the then owner of said lands in person, or be deposited to the credit of said lessor or his assigns at such place as the said lessor or his assigns may from time to time designate in writing, 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.

Two witnesses to execution by lessor:

[Signature]
P.O. Shawnee, Oklahoma.

[Signature]
P.O. Shawnee, Oklahoma.

Susan Pickett, née Appletree.

[Seal]

P.O. Shawnee, Oklahoma.

[Seal]

P.O. Shawnee, Oklahoma.

P.O. Shawnee, Oklahoma.

[Seal]

P.O. Shawnee, Oklahoma.

P.O. Shawnee, Oklahoma.

[Seal]

P.O. Shawnee, Oklahoma.

[Seal]

P.O. Shawnee, Oklahoma.

[Seal]

P.O. Shawnee, Oklahoma.

[Seal]
STATE OF Oklahoma \ss
COUNTY OF Pottawatomie

in and for said county and State, on this 6th day of March 1923 personally appeared

Susan Pickett, nee Appletree and her husband Jesse Pickett and T. J. Hughes

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

My commission expires July 25, 1924

Notary Public

DEPARTMENT OF THE INTERIOR.
UNITED STATES INDIAN SERVICE,

Shawnee Indian School or Agency,
Shawnee State of Okla. Moh. 21, 1923

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be Approved.

Superintendent of the Shawnee School or Agency

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
WASHINGTON, D.C.

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

Assistant Commissioner of Indian Affairs

APPROVED.

Filed for record this day of 19 , at o'clock m.

Advance royalty received, $
ASSIGNMENT OF LEASE.

Whereas the Secretary of the Interior has heretofore approved mining lease, dated February 23, 1921, and has heretofore executed a deed of conveyance of an interest in said lease to T. J. Hughes, deceased, lessee, and

lessee, covering the following-described land in the Reservation, State of


towit: The NE 1/4 of the NE 1/4 of Section 27, Township 27 North Range 6 West of the Indian Meridian, and containing eighty acres, more or less in Lincoln County, State of Missouri,

One dollar, and other good and valuable consideration.

Now, therefore, for and in consideration of

(sixty) dollars, the receipt of which is hereby acknowledged, the said T. J. Hughes, the lessee in the above-described lease, hereby bargains, sells, transfers, assigns, and conveys right, title, and interest of the lessee in and to said lease, subject to the approval of the Secretary of the Interior, to

In witness whereof the said lessee has hereunto set hand and seal this 20th day of April, 1925.
ACKNOWLEDGMENT OF INDIVIDUAL.

STATE OF Oklahoma

COUNTY OF Tulsa

Be it remembered that on this day came before me, the undersigned Notary Public, within and for the State and county aforesaid, duly commissioned and acting as such, T. J. Hughes, to me personally well known, and stated that he executed the foregoing and annexed instrument for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal on this 20th day of April, 1926.

My commission expires March 8, 1926.

ACKNOWLEDGMENT OF CORPORATION.

STATE OF

COUNTY OF

On this day of , A. D. 191, before me, a within and for the State and county aforesaid, personally appeared and to me personally known, who, being by me duly sworn, did each say that is the president and is the secretary of a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said duly acknowledged that they each had in their said official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.
official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal on this ................................................ day of ................................................, 191

.................................................................

My commission expires .................................................................

.................................................................

ACCEPTANCE BY ASSIGNEE.

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior, so far as applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

In witness whereof the said assignee has hereunto set its hand and seal this ................................................ 20th

day of ................................................, 191

April, 1925

ACTING

Secretary

STEBBINS OIL & GASOLINE COMPANY

By:  

Vice President.

CONSENT OF SURETY.

The ................................................, of ................................................, is hereby given as surety for ................................................ on the bond accompanying 6–3437
the lease above described, hereby consents to the assignment and transfer of said lease as above made.

Dated at________________________________________ this ____________________ day of _________________, 191

DEPARTMENT OF THE INTERIOR,

WASHINGTON, D. C., __________ AUG. 8, 1925 __________

Approved:

[Signature]

First Assistant Secretary of the Interior.

Note.—If bond accompanying the original lease is to remain in full force and effect, it must be specifically so stated in the consent of the surety company.
The consent of the surety company need only be executed on the original copy of the assignment.