

giving said Charles Moriarty and George H. Ruschert or their assigns, George H. Ruschert, or their assigns, the right and privilege of mining the coal on the said North one-half (N $\frac{1}{2}$) of the North-west Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22) Township Twenty (20) North Range Thirteen (13) East, in the Indian Territory, on the same terms as the said Mrs. R. C. Brady authorized the aforementioned partnership of Ruysschaert & Bohmert to mine said property, which terms are set forth in a written contract on the 13th day of July, 1906, executed by and between the said Mrs. R. C. Brady and the said partnership of Ruysschaert & Bohmert; provided, however, if before the said Mrs. R. C. Brady is Governmentally freed from her Indian restrictions and is authorized and empowered, and does, in fact, make the contract in her new status as above referred to, to give the Governmental permit to lease as hereinbefore provided, and does in fact lease or contract as hereinbefore provided with said Charles P. Moriarty and George H. Ruschert, or their assigns, she, the said Mrs. R. C. Brady, repudiates the contract entered into by her as aforementioned with Ruysschaert & Bohmert on the 13th day of July, 1906, or repudiates her contract of the 26th day of November, 1906, agreeing that said contract of July 13th, 1906, might be assigned; or in any other way in contemplation of the mining by the assigns of said Ruysschaert & Bohmert of the North one-half (N $\frac{1}{2}$) of the North-west Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22) Township Twenty (20) North Range Thirteen (13) East in the Indian Territory, then and in that event the condition for the payment of the said balance of \$5,000.00 shall be null and void, and said sum shall not be payable to said Fred Bohmert. Provided, however, if the assigns of Ruysschaert & Bohmert are prevented from mining the coal on the north one-half (N $\frac{1}{2}$) of the North-west Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22) Township Twenty (20) North Range Thirteen (13) East, in the Indian Territory, but, nevertheless obtain mining rights in said Cherokee Nation, and in fulfilling said mining rights by the use of the mining machinery hereinafter purchased, makes sufficient net profits on any such an engagement to cover the balance of said purchase price, to-wit, \$5,000.00, then, in that event the said \$5,000.00, when such condition arises, shall be payable to said Fred Bohmert.

To Have and to hold all and singular all the said goods, chattels and personal property to the said Charles P. Moriarty and George H. Ruschert, their executors, administrators and assigns to their own use and behoof forever.

And we hereby covenant with the grantees herein that we are the legal owners of the said goods, chattels and personal property; that they are in our possession; that we have good right to sell the same as aforesaid, and that we will warrant and defend the same against legal claims and demands of all persons.

In Witness Whereof we have hereunto set our hands this 22nd day of December, 1906.

Witness

J. A. Kennedy

Ruysschaert & Bohmert

Fred Bohmert

Edward B. Ruysschaert

State of Nebraska

Douglas County On this 22nd day of December 1906, before me a Notary Public of Douglas County, Nebraska, personally appeared Fred Bohmert who is personally known to me and who in my presence subscribed the above bill of sale and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal at Omaha Nebraska

(Seal) Douglas County, Nebraska

Commission expires Sept. 11-1912

J. A. Kennedy

Notary Public

Filed for Record Jan 6, 1907, at 1:00 P.M.

Chas. Linton

Deputy Clerk & Ex-Officio Recorder.