

or assigns, the following described tract of land lying and being within the Cherokee Nation and within the Indian Territory, to-wit:

N/2 of NW /4 of NW/4 and SW/4 of NW/4 of NW/4 of Section 34 of Township 20 N of Range 13 E of the Indian Meridian and containing 30 acres, more or less, for the full term expiring March 17-1918 from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the party of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing and removing such coal and asphalt.

In consideration of the premises the party of the second part hereby agrees and bind himself his heirs, executors, administrators, successors or assigns to pay or cause to be paid, to the party of the first part as royalty the sums of money as follows, to-wit:

On asphaltum the sum of 12 1/2 cents per ton for each and every ton of crude asphalt produced, weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the production of all coal mined under this lease the sum of 12 1/2 cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack, except slack not fit for market.

And the part of the second part further agrees and binds himself heirs, executors administrators, successors, or assigns, to pay, or cause to be paid to the lessor, as advanced annual royalty on this lease, the sums of money as follows, to-wit:

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, and seventy five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run, it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and, further, that should the party of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, such failure or refusal shall work a forfeiture hereof, and, after ~~the same becomes due and~~ ten days notice to the parties the lessor shall have authority to declare such forfeiture, and all royalties paid in advance shall become the money and property of the lessor.

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the party of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the party of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The party of the second part further agrees and binds himself his heirs executors, administrators, successors, or assigns, to pay or cause to be paid to the party of the first part the royalty as it becomes due. The party of the second part further covenants and agrees to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises or upon the mines that may be thereon and to suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports as will prevent the caving or subsidence of the surface; to take