

good care of the same and to surrender and return the premises at the expiration of this lease to the party of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by the party 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 hereinspecified, except engines, tools, boilers, boiler houses and machinery, which shall remain the property of said party of the second part; that he will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that he will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose that he will not at any time during the term hereby granted assign, transfer, or sublet his estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the party of the first part being first obtained.

And the said party of the second part further covenants and agrees that he will allow said lessor and his agents from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed and make report thereof promptly, under oath, at the end of each month to the lessor. and that all sums due as royalty shall be a lien on all <sup>implements</sup> improvements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased as security for the payment of said royalties, and said party of the second part expressly agree that should he or sublessees, his heirs, executors, administrators, successors or assigns violate any of the covenants, stipulations or provisions of this lease, or fail, for the period of sixty days, to pay the stipulated monthly royalty provided for herein, then the lessor shall have authority in his discretion, to avoid this indenture of lease and cause the same to be annulled when all the rights, franchises, and privileges of the party of the second part, his heirs, sublessees, executors, administrators, successors or assigns hereunder shall cease and end without further proceedings.

If the lessee makes a <sup>able</sup> reasonable and bonafide effort to find and mine coal and asphalt in paying quantities, as is herein required of him and such effort is unsuccessful may at any time thereafter, with the permission of the lessor, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses:

W.P.Z. German

P.O. Muskogee Okla.

as to John Bullett SEAL.

Guardian of Floyd C Bullett a Minor.

W.P.Z. German  
Muskogee Okla.

as to Thomas E Brummett SEAL.