

lease and acknowledged that he executed the same for the uses and purposes therein set forth.

Witness my hand and seal the day and year ~~xxxx~~ above written.

SEAL. My commission expires Feb 23-1912

Orville S Booth
Notary Public

~~xxxxxx~~ Approved 9/11/08 N.J. Gubser
County Judge

Filed for record Sep 14 1908 at 3:50 P.M. H.C. Walkley Reg of Deeds (SEAL)

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-----: COAL MINING LEASE :-----

THIS INDENTURE OF LEASE : Made and entered into in duplicate on this 11th day of September 1908 by and between Sonny Smith, guardian of the estate of Gladys Smith, a minor, of Dawson Oklahoma, party of the first part, and the Cherokee Company a corporation existing under the laws in force in the State of Oklahoma, of Tulsa Oklahoma, party of the second part, under and in pursuance of an order of the County Court for Tulsa County, State of Oklahoma, this day made, Witnesseth:-

That the party of the first part for and in consideration of the royalties covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, its successors or assigns, does hereby demise, grant and let unto the party of the second part, its successors or assigns, the following described tract of land lying and being situate in Tulsa County State of Oklahoma, to-wit :-

South one -half of the south-west quarter of Section Twenty -eight (28) Township twenty (20) North , Range Thirteen (13) East . , containing eighty acres more or less , for a term of years expiring February 3rd 1916 from the date hereof, for the sole purpose of prospecting for and mining coal . The party of the second part occupies 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 .

In consideration of the premises the party of the second part hereby agrees and binds itself, its 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 the production of all coal mined under this lease the sum of eight cents per ton of 2000 lbs on mine run or coal as it is taken from the mines, including what is commonly called slack .

And the party of the second part further agrees and binds itself, its successors and assigns to pay or cause to be paid to the lessor as advanced annual royalty on this lease the sum 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