

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, thi day made, witnesseth:-

That the party of the first part for and in consideration of the royalties covenants, stipulations and consitions 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 lē 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-east quarter of the south-east quarter of Section Twenty- Nine (29) and North east quarter of the North-east quarter of Section Thirty -two (32) Township Twenty (20) North, Range Thirteen ( 13 ) East . , containing eighty acres more or less for a term of year expiring January 20th 1918 from the date hereof, for the sole purposes 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 rea onably 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 2000lbs 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 bi ds itself, its successors and assigns to pay or cause to be paid to the lessor as advanced annual royalty on this lease the sumsof money as follows , to-wit :-

Fifteen cents per acre per annum in advance for the first and second years; thirty cents per acre p~~e~~ 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 at the option of the lessor, and after ten days notice to the lessee the lessor may declare such forfeiture . All royalty accruing for any ~~xxxxxx~~ month shall be due and payable on or before the 25th day of the month succeeding .

The party of the second part further covenants and agre s to exercise dilligence in the conduct of prospecting and mini g operations and to open mines and operate same ina workmanlike manner ; to commit no waste upon said premises or upon the mines that be thereon; to leave in the mines proper pillars, columns or such other permanent supports as will prevent the cavi g or subsidence of the surface .

Party of the second part to have the privilege of removing from said premises any buildings or improvements erected thereon by the party of the second part during the term of this lease, includi~~ng~~ engines, tools, boilers, boiler-houses and any