

and all machinery used in operation under this lease . Said party of the second part further covenants and agrees that it will allow the lessor or his agent from time to time to enter upon said premises for the purpose of inspection, and agrees to keep an accurate account of all mining operations showing the whole amount of mineral mined or removed and to make report thereof at the end of each month to the lessor .

If the lessee makes reasonable and bona fide efforts to find and mine coal in paying quantities as is herein required of it, and if such effort is unsuccessful it may at any time thereafter surrender and wholly terminate this lease upon the full payment and performance of all its then existing obligations hereunder .

All royalties due or to become due hereunder may be paid direct to the lessor or deposited to his credit in the Bank of Commerce at Tulsa Oklahoma .

IN WITNESS WHEREOF the said parties of the first ~~part~~ and second parts have hereunto set their hands the day and year first above written .

his
Sonny T Smith
mark
Guardian of Carrie Smith a Minor .

Witnesses .

O.S.Booth

COR SEAL.

P.O. Tulsa Okla .

ACKNOWLEDGMENT .

State of Oklahoma)

tulsa County .)

On this 11th day of September 1908 before me the undersigned Notary Public within and for said County and State personally appeared Sonny Smith , as guardian of the estate of Carrie Smith , a minor, to me well known as the party lessor in the foregoing 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 above written .

SEAL. My commission expires Feb 23-1912 .

Orville S Booth
Notary Public

Filed for record Sep 14 1908 at 3:30 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 Neely Smith a minor, of Dawson M, 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 situated in Tulsa County , State of Oklahoma, to-wit :

North- 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 November 8th 1916 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