

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 2000lbs on mine run ~~xxxxx~~ or coal as its 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 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 of 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 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 agrees to exercise diligence in the conduct of prospecting and mining operations and to open mines and operate same in a workmanlike manner ; to commit no waste upon said premises or upon the mines that may be thereon; to leave in the mines proper pillars, columns or ~~xxxxxxxxxxxxxxxx~~ such other permanent supports as will prevent the caving 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, including engines, tools, boilers, boiler-houses and any 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 purposes 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 for 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 .

Witnesses :

O S. Booth

P.O. Tulsa Okla .

COR SEAL.

his  
Sonny T Smith  
mark  
Guardian of Neely Smith a minor .

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