

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 royalties. 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 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 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 make 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 and second parts have hereunto set their hands the day and year first above written?

hss
Sonny T Smith
mark

Witnesses.

Guardian of Floyd Smith a minor.

O.S. Booth

The Cherokee Company

P.O. Tulsa Okla.

COR SEAL.

By S.R. Lewis President.

ACKNOWLEDGMENT

State of Oklahoma) SS
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 ~~xxxxxxx~~ as guardian of the estate of Floyd 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

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

Filed for record Sep 14 1908 at 3:30 P.M. H.C. Walkley Reg of Deeds (SEAL).