

therefor, the second party, its successors or assigns, may and are authorized to institute foreclosure proceedings to enforce its lien, including therein the recovery of all costs and expenses and a reasonable attorney's fee as provided in said note, in the sum of Ten Dollars and ten per cent of the amount due on said note.

It is further specifically agreed that the proceeds realized from said royalties shall be applied, first, to the payment of any accrued interest on said note, then to the retirement of the principal.

It is further agreed that the payments of the royalties on said coal so mined, as heretofore provided, shall be made directly by the operators of said mines, to second party.

All the terms, covenants and agreements herein shall bind and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the first party hereto has caused these presents to be executed by its President, ~~attached~~ by its Secretary, and its corporate seal attached, the day and year first above written.

Attest:

A. Abend
Secretary

(CORPORATE SEAL) ALBERT COAL MINING COMPANY

A Corporation

By J. Albert

President

STATE OF OKLAHOMA,
COUNTY OF TULSA,

Before me, the undersigned Notary Public, within and for said County and State, duly commissioned and acting, on this 13th day of July 1922, personally appeared J. Albert to me known to be the identical person who subscribed the name of the maker thereof, to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein named.

Witness my hand and Notarial Seal the day and year last above written.

My Commission Expires July 26, 1924

(SEAL) Paul R. Warner, Notary Public

THIS AGREEMENT Entered into this 16th day of June, 1922, by and between ALBERT COAL MINING COMPANY, an Oklahoma corporation, as party of the first part, and J. T. WRIGHT, of Tulsa, Oklahoma, as party of the second part,

W I T N E S S E T H:

THAT WHEREAS, The said first party is now and during all of the times mentioned herein has been the owner of certain coal mining properties covered by the West half of the Southwest quarter of the Southwest quarter, and the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 15, and the East half of the Southeast quarter of Section 16, all in Township 20 North, Range 13 East, Tulsa County, Oklahoma, and

WHEREAS, Heretofore on the 28th day of April, 1922, the parties hereto entered into a written contract by the terms of which the first party agreed to sell to second party, and second party agreed to purchase of and from the First party, under certain conditions in said contract contained, said mine, leases and mining property and equipment; that under the terms thereof second party took possession of said property and began