

and continued the operation of said property by mining and selling coal therefrom, and

WHEREAS, Owing to the inability of the second party to meet and comply with the requirements of said contract in the way of meeting financial obligations imposed therein, the parties have mutually agreed to rescind said contract, declare and consider the same of no force, and each release the other from any and all requirements and obligations thereof; to restore said property to the first party the same in effect as though said contract had never been entered into, and with a further agreement on the part of the second party to pay to the first party a certain sum in consideration of coal taken from said mine by second party, and with the further mutual understanding that contemporaneously with such release and surrender to enter into a contract leasing said coal mining property to the second party for the period of one year; and

WHEREAS, It is the purpose of the parties to accomplish these various ends by written contract,

NOW, THEREFORE, In consideration of the covenants and agreements hereinafter contained, the parties on this 16th day of June, 1922, agree as follows:

FIRST.

A certain contract heretofore entered into on the 28th day of April, 1922, by and between Albert Coal Mining Company and J. T. Wright, whereby and by the terms of which said Albert Coal Mining Company agreed to sell to J. T. Wright, and said J. T. Wright agreed to purchase of and from said Albert Coal Mining Company, a certain coal mine and equipment, covered in leases upon 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of the Southeast quarter of Section 16, all in Township 20 North, of Range 13 East, Tulsa County, Oklahoma, is hereby rescinded, declared to be of no force and effect, and each party thereto is released from all obligations and liabilities imposed thereby, and surrenders all his or its rights thereunder, and all property delivered thereunder automatically returns to its status prior to its deliver under said contract.

SECOND:

The second party hereby pays to the first party, the receipt whereof is hereby acknowledged, the sum of ----- Dollars, in payment for coal taken from said mine during the time he occupied the same under said contract.

THIRD

The first party hereby leases and rents to the second party for the period of one year beginning with the 16th day of June, 1922, and ending at midnight on the 15th day of June, 1923, under and by virtue of and subject to the terms and conditions hereinafter contained, the following:

A certain coal mine and property, machinery and operating equipment, known as the Albert Company's coal mine northeast of Tulsa, and covered by the following lands: 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, in Tulsa County, Oklahoma.

CONDITIONS.

- (1) At the end of the tenancy hereby created, the second party agrees to surrender peaceable and quiet possession thereof to the first party.
- (2) The second party accepts said mine in the condition it now is and agrees to keep