

responsible abstract companies, showing a good and marketable title in him, free and clear of all liens and encumbrances, except as recited, in paragraph "third," and party of the first part and his wife shall immediately execute and deliver to party of the second part a lease on the form attached hereto as Exhibit A, and shall furnish from the mortgagee in the first and second mortgage a written waiver of the priority of their respective mortgages over said lease, so that said lease shall be superior to both the first and second mortgages above referred to.

Sixth. In the event party of the second part elects to either purchase said lands, or to lease "Tract No. 1," party of the first part agrees to assign to party of the second part his lease for water privileges on the E 1/2 of the SE 1/4 of Section 36, Township 22 North, Range 13 East, on which there are three ponds of water, and on Lot 1, Section 1, Township 21, Range 13, on which there is one pond of water.

Seventh. It is understood and agreed that in the event party of the second part exercises his option, either to purchase said lands, or to lease "Tract No. 1," that upon the exercise of either of said options party of the first part will cause those who are now in possession of a portion of the premises and stripping the same for coal with teams to cease breaking new ground, but they shall be allowed to continue to remove the coal under the pit which has already been dug by them, or which is at the time of the exercise of said option being dug. In the event the party of the second part elects to purchase said lands, he shall be entitled to all royalties from coal removed from said premises from the date the purchase price is paid by him, but in the event the party of the second part agrees to take a lease upon "Tract No. 1," the royalties accruing from all coal removed by the parties now on said premises shall be paid to party of the first part. Party of the second part covenants and agrees that the operations by parties now on said land shall not in any way interfere with the contemplated operations by party of the second part, and said persons who are now stripping the land shall vacate said premises within 40 days from the date of the exercise of either of the options herein provided for by party of the second part.

Eighth. Party of the second part shall have the right to immediately go upon any of said lands for the purpose of prospecting the same for coal.

IN WITNESS WHEREOF parties of the first part have this day executed this option contract the day and year first above written.

James D. Ward

Sadie Ward

STATE OF OKLAHOMA, COUNTY OF TULSA, SS.

BEFORE ME, a Notary Public in and for said county and State, on the 19th day of September, 1922, personally appeared J. D. Ward and Sadie Ward, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal, the day and date above set forth.

My commission expires: 4/30/23 (SEAL) W.R. Frick, Notary Public

MINING LEASE

THIS INDENTURE, Made this -----day of September 1922, by and between J. D. Ward, joined by his wife, Sadie Ward, called lessor, and of Tulsa, Okla., called lessee.

WITNESSETH, 1. That said lessor, in consideration of the premises and the