

Said bank and its successors by a power irrevocable is hereby made the agent of lessor to accept all payments and royalties herein provided for, and the same shall continue as a depository of such royalties or payments during the life of this lease regardless of changes in the ownership of said land or said payments or royalties.

9. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as coal shall be produced therefrom by the lessee, or he shall continue mining or stripping operations on said land or any part thereof in good faith.

10. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor, and be subrogated to the rights of the holder thereof. If said lessor owns a less interest in the above described land than the entire and undivided fee simple stated therein, then the royalties herein reserved shall be paid to the said lessor only in the proportion which his interest bears in the whole and undivided fee.

11. The lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered thereby.

12. Lessee shall pay for damages, caused by his operations, to growing crops on said land, except ^{crops} destroyed by removal of soil in stripping.

13. In case of failure of lessee to keep and perform the terms of this lease, lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor, which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

14. The lessee may at any time, if he desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice, and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

15. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

16. All advanced royalties paid under this lease will be applied against the first royalties due for coal mined and sold from this lease.

17. The acceptance of this lease shall operate to surrender a lease now held on said land by the lessee, which said lease was executed on March 27, 1920, and is recorded in the office of the county clerk of Tulsa County, Oklahoma, in Book 341, page 74.

IN WITNESS WHEREOF, lessor has duly executed this indenture the day and year first above written.

Henry T. Brady

ACKNOWLEDGMENT OF LEASE.

State of Oklahoma, County of Tulsa, ss.

BE IT REMEMBERED, That on this day of Sept. 25, in the year of our Lord One Thousand Nine Hundred and Twenty-two, before me, a Notary Public, in and for said County and state, personally appeared Henry T. Brady, to me personally known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes