

150 230772 G.J.

## MINING LEASE

## COMPARATIVE

THIS INDENTURE, Made and entered into this 16th day of May A. D. 1923 by and between L. Z. Green and Annie Green, his wife, of Tulsa County, Oklahoma party of the first part, lessor, and J. S. Hopping and T. D. Evans of Tulsa, Oklahoma, parties of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of One Dollar and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, and of the undertakings and agreements, hereinafter set forth, to be kept and performed by the said parties of the second part, their heirs or assigns do by these presents, demise and lease unto the said party of the second part, their heirs, or assigns, the following described tract or parcel of land, situate in Tulsa County, State of Oklahoma, and more particularly described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), Township Twenty (20) North, Range Thirteen (13) East.

and containing in all 40 acres, more or less, according to the United States survey thereof, for the purpose of digging, drilling, prospecting and mining said land for lead zinc, coal, asphaltum, and every other kind of valuable mineral or ore; RESERVING, HOWEVER, therefrom, lands in and around any building or buildings now on said premises for a distance of one hundred feet which is hereby included in this lease, out on which no prospecting shall be done, shaft sunk or operations conducted, except with the written consent of the party of the first part, and granting also to the party of the second, his successors or assigns, the right to erect all necessary buildings and machinery on said land for the purpose of mining and dressing, crushing and cleaning ores thereon, and to remove the same at the expiration or forfeiture of this lease, except timbering and other improvements necessary to support the ground. All uses of the ground, not consistent with thorough and proper mining, as herein required, are hereby reserved to the said party of the first part.

It is agreed that this lease shall remain in full force, and the period of this grant shall extend for a term of ten (10) years from the date hereof or as much longer thereafter as minerals are found in paying quantities, provided this lease is not sooner surrendered, canceled or forfeited, as herein provided.

In consideration of the premises the said party of the second part, hereby covenants and agrees:

That the said party of the second part, their successors and assigns, shall commence the work of mining said lands in good faith within 5 years from the date hereof, and shall place and have on said lands sufficient pumps and machinery to drain same of water, so as to permit of efficient mining thereof, and shall properly operate the same and shall increase the capacity thereof from time to time as becomes necessary.

That the said party of the second part, their successors and assigns, shall mine said land in a good, thorough and workmanlike manner; shall keep all shafts and drifts well and securely timbered and supported, and shall not remove such timbers and supports so as to endanger the ground, or permit the same to cave or fall in. Mining shall be carried on in good faith, continuously, and shall not be suspended at any time to exceed 120 days in any year except on written permission of the said party of the first part. Delays caused by unavoidable accidents, or causes beyond the control of party of the second part, alone excepted.

That all mineral shall be cleaned and prepared for market on said land, and no rough or crush stuff shall be removed therefrom to be cleaned, or shall minerals or crush stuff from other lands be brought or cleaned on said land without the written permission of the said party of the first part.