

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 10/20/23

(SEAL)

Anna M. Thorne, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 12, 1923 at 9:00 o'clock A. M.
in Book 464, page 119

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235530

C.J.

COMPARED

MINING LEASE

THIS INDENTURE Made this ----day of May 1923, by and between Rachel C. Brady and W. T. Brady, wife and husband, called lessors, and Leavell Coal Company of Tulsa, Okla., called lessee:

WITNESSETH, 1. That said lessors, in consideration of the premises and the sum of One Dollar, paid to lessors, by lessee do hereby LEASE, unto lessee (for prospecting and mining and stripping coal and for twenty years from the date hereof,) the following described tract of land (for purposes hereof considered as one parcel), situated in Tulsa County, State of Oklahoma, to-wit: That portion of the Northwest Quarter of Northwest Quarter of Section 22, township 20 North, Range 13 East, heretofore deeded by the lessors to the Atchison, Topeka and Santa Fe Railway Company, the coal rights in said lands having been reserved by the lessors, of Section 22, Township 20N, Range 13 E

2. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine and strip said land; together with the right and license to prepare for market on said premises and remove and sell all coal and with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads and other improvements upon said premises, including the use of water in said mining and stripping operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining and stripping said lands and preparing for market and disposing of coal mined, with the right to lessee to remove all property so placed thereon at any time during or within one year after the termination of this lease. It is specifically understood and agreed that this lease is, or may be, taken in conjunction with other leases upon adjacent and neighboring lands, and if the same is so taken, it may be worked in conjunction with such other leases, and the lessee is hereby granted an easement during the term of this lease to transport productions from other leases over the premises hereby leased, and to construct drains and culverts across said premises for the purpose of draining other leases, and to use water from the leased premises in connection with mining operations on other lands, and to do all things that may be necessary or helpful in the efficient operation of this and other leases.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay unto lessors at ----Bank, a t-----State of -----, on the Twentieth of each month Twenty cents per ton for all coal mined or stripped and sold from said land during the preceding month.

4. The lessee will keep accurate books showing quantities of coal mined or stripped from said lands, and sold, and such books of account shall be open to inspection of lessors at all reasonable hours.

5. All mining and stripping operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in similar operations.

6. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining and stripping operations.