

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, lessors 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 lessors, 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, 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.

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

Rachel E. Brady

W. T. Brady

ACKNOWLEDGMENT OF LEASE

STATE OF OKLAHOMA, COUNTY OF TULSA ss.

BE IT REMEMBERED, That on this day of 2nd of June, in the year of our Lord One Thousand Nine Hundred and Twenty-three before me, a Notary Public, in and for said County and State, personally appeared Rachel C. Brady and W. T. Brady, wife and husband, to me personally known to be the identical person who executed the above 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Aug 26, 1924

(SEAL)

J. H. Waters, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 12, 1923 at 10:00 o'clock A. M.

in Book 464, page 120

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235540 C.J.

COMPARED

DEED BY GUARDIAN OF MINOR.

STATE OF OKLAHOMA)

INTERNAL REVENUE

TULSA COUNTY)

SS:

2.00

Cancelled

THIS INDENTURE, Made this the 10th., day of July, 1923, by and between Lizzie Gilcrease, the duly appointed, qualified and acting Guardian of the Estate of Elmer Gilcrease, a Minor, Party of the First Part, and J. B. Marshall, Party of the Second Part, WITNESSETH:

THAT, Whereas, on the 7th., day of June, A. D. 1923, the County Court within and for said County of Tulsa, State of Oklahoma, made an Order of Sale, authorizing the said Guardian, Party of the First Part, to sell certain real estate of the said Elmer