

purposes of this lease and shall render it null and void.

The parties of the second part further agree and bind themselves, their heirs, executors, administrators and assigns, to pay, or cause to be paid, to the party of the first part the royalty as it becomes due.

The parties of the second part further covenant and agree to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and suffer no waste to be committed thereon; to take good care of the same, and to surrender ^{and} return the premises at the expiration of this lease to the party of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected during said term by----- the parties of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting engines, tools, boilers, boiler houses and machinery, which shall remain the property of said parties of the second part; that they will not permit any nuisance to be maintained on the premises, and that they will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that they will not at any time during the term hereby granted, assign, transfer, or sub-let any estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the party of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said parties of the second part further covenant and agree that they will allow said lessor and his agents, from time to time, to enter upon and into all parts of said premises for the purposes of inspection, and agree to keep an accurate account of all mining operations showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor and to the Secretary of the Interior through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tolls, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all minerals obtained from the land herein leased, as security for the payment of said royalties.

And the parties of the second part agree that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that ^{may} hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Cherokee Nation and said parties of the second part expressly agree that should their sublessees, heirs, executors, administrators or assigns violate any of the covenants, stipulations or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the party of the first part shall be at liberty in his discretion, to avoid this indenture of lease ^{and} cause the same to be annulled, when all the rights, franchises and privileges of the parties of the second part, their sublessees, executors, administrators or assigns hereunder shall cease and end without further proceedings.

If the lessees make reasonable and bona fide effort to find ^{and} mine coal and asphalt in paying quantity, as is herein required of them, and such effort is unsuccessful they may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all their then existing obligations hereunder.