

STATE OF NEBRASKA)
DOUGLAS COUNTY) S.S.

On this 17th day of November A.D. 1909 before the undersigned Chas. A. Dunham, a Notary Public, duly commissioned and qualified for and in said county, personally came George F. Rushart and C.P. Moriarty to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.

(SEAL)

Chas. W. Dunham, Notary Public.

My commission expires the 25th day of October 1911.

Filed for record at Tulsa Dec 3, 1909 at 5 o'clock P.M.

H.C. Walkley, Register of DEEDS (SEAL)

COMPARED

This Contract and agreement made and entered into on this the 13th day of July A.D. 1906, by and between R.C. Brady party of the first part, and E.B. Ruysschaert, and Fred Bohmert, doing business, under the firm name and style, of Ruysschaert, and Bohmert, in the Cherokee Nation, Indian Territory, parties of the second part, WITNESSETH:

Whereas, the said party of the first part, is the owner of the following described land situate in the Cherokee Nation, Indian Territory, to-wit: The N $\frac{1}{2}$ of the N.W. $\frac{1}{4}$, section 22, N Township 20, N. Range 13 East, and

Whereas, said land is underlain with Coal, and,

WHEREAS, the said parties of the second part, desire to mine said coal, and party of the first part desire to have said coal mined, NOW Therefore, in consideration of the stipulations as hereinafter set-fourth, parties of the second part, agree to and with the said party of the first part, to mine said coal upon the following conditions to-wit: .

It is agreed by and between the parties hereto, that the said party of the first part is to give, and does hereby give to parties of the second part, all that they may make out of the mining of said coal, over and above the sum of TWENTY five cents per ton, which party of the first part hereby reserves, and which is to be paid by party of the second part to party of the first part, on the first day of each succeeding month hereafter, and in addition to the above and foregoing Twenty five cents per ton so reserved, and so to be paid the said parties of the second part, agree to pay to said party of the first part, the sum of five hundred dollars, as bonus, for entering into this contract of employment, it being expressly understood by the parties hereto that the parties of the second part, are to mine all of said coal situate under said land, which is at a depth of 25 feet or less, and that as a guarantee, that they shall and will perform the conditions of this contract, they hereby agree to deposit in the Farmers National Bank the sum of ten cents per ton, for each ton of coal mined from said premises aforesaid, the same to be paid to party of the first part, in case of their failure, neglect or refusal to comply the terms of this contract, it being further understood and agreed by the parties hereto, that all said coal is to be mined at the expense of the parties of the second part, their heirs or assigns, and that the party of the first part, is not to be liable for any thing, or any expense incurred incident to mining said coal, by the said parties of the second part