

their heirs or assigns, and that the said parties of the second part hereby agree that their compensation for so mining said coal, shall be obtained from the receipts derived from the said of coal after the deduction and payment of the said Twenty-five cents per ton, herein reserved by the party of the first part. It is also agreed that parties of the second part, shall begin mining said coal at a point on said land, where, and as near to the outcropping, of said coal, as merchantable coal can be obtained, on the easterly side of said land, and continue in a westerly direction, until all said coal shall be mined, and provided herein,

It is also agreed by the parties of hereto, that should the said parties of the second part, fail for any reason, other than their own fault or neglect, to get a switch built along the north side of said land aforesaid, by the Santiffee Rail Road Company, then in that event, the five hundred dollars heretofore paid, or paid hereunder, is to be refunded by party of the first part, and this contract is to become null and void.

In Witness whereof we have hereunto set our hands on this the 13th day of July A.D. 1906.

R. C. Brady,

Witnesseth:
Guy F. Lee
W.E. Brady.

Ruysschaert & Bohmert.

Filed for record at Tulsa Dec. 3, 1909 at 1:45 o'clock P.M.

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

----- COMPARED

AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 29th day of April, 1909, by and between Alex S. Lewis of Dawson, Oklahoma, party of the first part, and Mohawk Mining Company of Mohawk, Oklahoma, party of the second part, witnesseth:

That said first party hereby leases and lets unto said second party for the purpose of stripping and mining the same for coal, the following described premises situated in the County of Tulsa, State of Oklahoma, to-wit:

The west One-Half of the South-west Quarter of Section Twenty-two (22) Township Twenty (20) North, Range Thirteen (13) East, containing eighty acres,

according to the terms and conditions hereinafter mentioned and set forth.

In consideration of the premises aforesaid second party hereby agrees and undertakes to begin stripping for coal at the northeast corner of the $\frac{W}{2}$ of the $\frac{NW}{4}$ of said section 22, Township 20 N. Range 13 E., being at a point on the allotment of Rachel C. Brady, and to strip for coal along the east line of said premises last described until it reaches the northeast corner of the premises herein leased by said first party, at which said point second party agrees to continue stripping for coal along the east line of said premises herein leased by second party, and continuing across the same until the south line of said premises herein leased shall be reached. It being further hereby stipulated and agreed that said second party shall reach and actively begin stripping for coal on the premises of first party herein within ninety (90) days from the date of the execution of this contract; and said second party further agrees after having