

have the privilege to pay the said Seventy Five cents per acre to the party of the first part each year as a rental on said premises until a well is drilled on said premises; the said rental must be paid on or before the 19th, day of November each year to the party of the first part, their heirs and assigns or said lease shall be null and void.

It is hereby further agreed by and between the parties hereto that at the expiration of one year for date hereof, if any of the above lessees refuse in writing to pay their proportionate share of the above mentioned rental on or before the 18th, day of November of any year, when said rental becomed due, any one or all of above mentioned lessees shall have the privilege to pay his or their proportionate rental and all the rights and privileges that said lessee might have in said lease shall revert and become the property of the party or parties making such payment: However, said rentals cannot be paid before the 18th, day of Nov. or any year by one of more of the lessees without the Written consent. Said lessees or lessees, their heirs or assigns, that he or them do not intend to pay their proportionate share of said rental, and if said rental should be paid by any one or more of above named lessees before the 18th, day of November of each year without written consent, as aforesaid, the same shall be treated as a loan made by said lease or lessees to his co-lessees.

It is hereby agreed by and between all the parties hereto, that the said second party shall have the Coal or mineral rights to the above described land and all mineral products removed from said premises, excepting oil and gas, the parties of the second part, their heirs or assigns, shall pay or cause to be paid to the said party of the first part, 8 cts. per ton for all coal removed from said premises. Said payments shall be made on or before the 25th, day of each month succeeding the removal of coal, from said lands. It is hereby further agreed by and between the parties hereto, that the said lessees hereto ase tenants in common, and each and any of them may at any time sell or transfer his undivided share to any person, firm or corporation, that he may choose.

All the conditions and agreements between the parties hereto shall extend be binding and apply to their respective heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

Lena L. Brown.

J. B. Brown, Parties of the first part.

J. B. Brown

M. T. Self.

B. F. Ramsdale

Henry C. Walkley

John A. Sevens, Parties of the second part.

STATE OF OKLAHOMA, )  
: SS.  
COUNTY OF TULSA. )

Before me, Samuel C. Davis, a Notary Public in and for Said County and State aforesaid, on this 17 day of Oct., 1909, personally appeared Lena L. Brown, nee Posey, and John B. Brown, husband and wife, parties of the first part,