

to erect and maintain such engines, workshops, cottages, and other buildings and to build such roads, in, over, and under said lands, as may be necessary or convenient, for the purpose of stripping and mining coal there from.

The said second party agrees to begin stripping on the present face of the strip works as they now exist and strip the entire face before re-peating, and alternately to strip along the entire face of the adjoining tract of land leased by said second party this date from William Lynch, said adjoining tract belonging to Pace G. Hefflefinger, and heretofore leased by William Lynch.

The said second party agrees and covenants to pay said first party, as royalty the sum of twenty cents (\$.20) per ton, for all coal not suitable for lump, mined and shipped from said premises, and the sum of twenty five cents (\$.25) per ton for all lump coal mined and shipped from said premises. The said second party agrees to pay to the said first party the aforesaid royalties on all coal mined and shipped in one month on the 20th day of succeeding month.

IN WITNESS WHEREOF, We have hereunto set our hands, this 26th day of May, 1910.

G.P. Hefflifinger, Party of first part.
Canadian Coal Co.,
By J.R. Cole, Jr. President.
Party of Second Part.

State of Oklahoma, Tulsa County SS.

Before me the undersigned, a Notary Public in and for said County and State, personally appeared, on this 26 day of May, 1910, G.P. Hefflefinger, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 26 day of May, 1910

(seal)

W.L. Wall Jr. Notary Public.

My commission expires Dec. 16, 1911.

Filed for record at Tulsa, Okla June 7 1910 at 8 o'clock A.M.

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

COMPARED

COAL MINING LEASE.

This Indenture, made this 26th day of May, 1910, by and between William Lynch, party of the first part, and Canadian Coal Company, party of the second part:

WITNESSETH: Said party of the first part for and in consideration of the covenants and agreements hereinafter contained, lets, leases, and demises to the party of the second part, for a period of five years, from the date hereon, the following described property to-wit:

S.W. Quarter of the S.W. Quarter of the N.E. Quarter of Sec. 34, Township Twenty, Range 13 East, Tulsa, Co. Okla

all those parcels of land situate, etc., and all coal and clay, and all seams or beds of coal or of fire clay, associated therewith, situate, lying, and being in or under said pieces of land, with full liberty and power to work, mine and raise and carry away the coal and clay and other produce of the mines and premises hereby demised, and for such purpose to sink pits and shafts, to drive such levels, to erect and maintain such engines, workshops, cottages, and other buildings,