

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 therefrom.

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 repeating, the first pit to be stripped after the stripping of the present face of the adjoining tract of land owned by G. P. Hefflefinger and this day leased to the Canadian Coal Company as party of the second part, and the pits to be stripped alternately with the Hefflefinger land thereafter.

The said second party agrees and covenants to pay said first party, as royalty, the sum of twenty five cents (\$.25) per ton, for all mine run coal 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 any one month on the 20th day of the succeeding month.

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

William Lynch, Party of First Part.

The Canadian Coal Co.,

By J.R. Cole, 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, William Lynch, 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)

ASSIGNMENT

THIS INDENTURE, made and entered into this 19th day of May, 1910, by and between the Dixie Oil Company, party of the first part and the Canadian Oil & Gas Company, party of the second part, both of Tulsa, Okla.

WITNESSETH: That the party of the first part for and in consideration of the sum of eleven thousand dollars (\$11,000.00) to them well and truly paid the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents does, sell, assign, transfer and set over unto the party of the second part, its successors or assigns, their entire interest in and to the following described lease and wells situated in Tulsa County, State of Oklahoma, To-wit: Oil and gas lease made on the 2nd day of June 1909, by Amos W. Lord and described as follows:

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 20, and the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 19, all in Twp. 21 N. Range 13 E. containing eighty (80) acres, more or less, on which are 2 producing oil wells.

TO HAVE AND TO HOLD said interest in above described lease and wells, together with all improvements thereon, subject to the terms of the original lease.