

pipe and to reach Said River, for water for a Plant or Plants to be hereafter, Erected.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining unto the said part of the second part, their heirs and assigns forever. And the said part of the first part, for ourselves and our heirs do hereby covenant, promise and agree to and with said parties of the second part their heirs, executors, administrators, and assigns, that we will warrant and forever defend the said interest in said lands and appurtenances thereof unto the said parties of the second parties their heirs, and assigns against the said parties of the first part and their heirs, and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said parties of the first part their, heirs or assigns

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hand the day and year first above written.

Prier L. Price,

Executed and delivered in presence
of

Minnie Price.

State of Oklahoma, Tulsa County, SS.

Before me Frank F. Bowlin a Notary Public in and for said county and state, on this 29th day of August 1910 personally appeared Prier L. Price and Minnie Price his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notary seal the day and year above set forth.

(seal)

Frank F. Bowlin, Notary Public.

My commission expires April 14th 1913.

Filed for record at Tulsa, Okla. Aug. 29, 1910 at 2 o'clock P.M.

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

COMPARED
COAL MINING LEASE.

THIS INDENTURE of lease made and entered into this 25th day of Aug. 1910 by and between Waddie McCoy and Carrie McCoy, his wife of Mohawk, Oklahoma, party of the first part and W.L. McKee of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the royalties, covenants, stipulations and conditions hereinafter contained and hereinafter agreed to be paid, observed and performed by the party of the second part, its successors or assigns, do hereby demise, grant and let unto the party of the second part, its successors and assigns, the following described tract of land lying and being South 30 acres of South west quarter of the North west quarter of Sec. 22 in Township 20 Range 13 E. of the Indian Base and Meridian, containing 30 acres more or less, for the full term and period of five years, from the date hereof, and for the purpose of prospecting for and mining coal, and such fire clay and sand stone as can be mined without interfering with the production of coal, and at such time as may be used upon said land in operating same and as long thereafter as the above named products may be produced in paying quantities.

And the party of the second part is hereby granted so much surface of the said lands as may be reasonably necessary to successfully carry on the work of prospecting for, mining, storing and removing such coal, fire clay and stone and for erecting miner's houses, tipples, mining machinery and railroads.