

by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which it may connect its wells, the equal one-eighth part of all oil produced and saved from the leases premises. 2nd. To pay lessor One-eighth of the proceeds of the sales for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth ( $1/8$ ), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making their own connections with the well at their own risk and expense. 3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of a royalty of one-eighth ( $1/8$ ) payable monthly at the prevailing market rate. An additional consideration for the execution of this lease by the lessors is the drilling and completion of a well on certain land owned by the same lessors in section 9, 19-10. The lessee further agrees that within thirty days after the completion of the well to be drilled on other lands of the lessors in Section 9, which lands are more particularly described in a lease this

date executed, it will begin the drilling of a well on the land described in this lease. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon except water from the wells of lessor. When requested by lessor, lessee shall bury its pipe below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed-the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof. Lessors certify that no part of the above described land has ever been claimed or occupied as a homestead.

IN TESTIMONY WHEREOF WE SIGN, This the-----day of June, 1922.

Witnesses:

O. M. Lancaster.

Chas. W. Grimes.