

or in part is expressly allowed, the covenants hereof shall extend to their heirs, ^{administrators} executors, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until the lessee is duly notified of any such change, either by notice in writing duly signed by the parties to the instrument of conveyance, or by receipt of the original instrument of conveyance or duly certified copy thereof, and it is hereby agreed that in the event this lease be assigned as to a part or as to parts of the above described land 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 it, 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 land 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. The lessee shall have the right at any time, on the payment of a sum equal to one-fourth of the annual rental as hereinabove provided to the lessor, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine; provided, this surrender clause and the option therein granted to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease, or any of its terms, or to recover possession of the leased land, or any part thereof, against or from the lessor, their heirs, executors, administrators, successors or assigns, or any other person or persons. This is a continuance of lease now on record. Witness the following signatures the day and year first above written.

John C. York.

Ida M. York.

Filed for record in Tulsa County, Tulsa, Oklahoma, July 15, 1922 at 11:30 O'clock A.M.
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By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

204508 LB COMPARED

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of June, 1922, by and between C. S. Ooley, of Tulsa, Oklahoma hereinafter called lessor (whether one or more), and W. C. Gates and J. S. Gates, of Jenks, Oklahoma, hereinafter call lessee: Witnesseth: That the said lessor, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The Northeast ten acres and the West twenty and forty-seven hundredth acres of Lot Six, of Section Six, Township 22 North, Range Fourteen East; and the Southeast ten acres of Lot Six, and