

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 a 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.

Witness the following signatures the day and year first above written.

C.S. Ferner

Mrs Alsada Ferner

State of Oklahoma)
County of Tulsa,) ss. Be It Remembered That on this 20th day of April, in the year of our Lord one thousand nine hundred and Twenty before me, a Notary Public in and for said county and State, came Dr. C.S. Ferner and Alsada M. Ferner 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 their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) Christina Ingeberg.

My Commission expires April 5, 1924.

Notary Public.

Filed for record in Tulsa County Tulsa, Oklahoma Jan 30th 1923 at 4:00 O'clock P.M.

By Brady Brown Deputy

(SEAL) O.G. Weaver County Clerk