

provided for 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 all operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury all pipe lines 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 all 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.

It is further agreed that should the well, referred to above, be a dry hole then this lease shall be null and void. If a producer same shall be in full force and effect.

IN TESTIMONY WHEREOF WE SIGN, This the 13th day of Sept. 1922.

Charles L. Berryhill

State of Oklahoma,)
County of Tulsa.) ss.

OKLAHOMA FORM OF ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of September 1922, personally appeared Charles L. Berryhill to me known to be the identical person who executed the within 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.

Given under my hand and seal the day and year last above written.

(Seal)

V. Cumby, Notary Public.

My commission expires Mar. 23, 1924

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 25, 1922, at 11:40 o'clock A.M. and recorded in Book 426, Page 196.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

212164 C.M.J.

COMPARED

THE STATE OF OKLAHOMA,

County of, Tulsa.

Know All Men by These Presents: That I, John J. Harden