

feited or cancelled only for failure to make payments for delay in drilling, and the right to forfeit or cancel, or to have it declared forfeited, cancelled or set aside for failure to comply in whole or in part with any implied conditions, covenants, stipulation, agreement, undertaking, duty or obligation, is hereby expressly waived and released.

If the leased premises are hereafter owned in severalty or in separate tracts the premises nevertheless shall be developed and operated as an entirety and royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage, and lessee shall not be bound by any change in the ownership of the leased acreage unless and until notified thereof in writing, and when such change is effected by will, deed or other written instrument said notice shall be accompanied by such instrument or a duly authenticated copy thereof. This stipulation and all other stipulations, covenants, conditions, agreements and terms of this instrument shall extend to and be binding upon the heirs, executors, successors, assigns and the legal representatives of the parties hereto.

All payments under this lease shall be made to the lessor, or, with like effect check for such payment may be mailed to Sand Springs State Bank of Sand Springs, Oklahoma or its successors, for deposit to lessor's credit.

The lessee, its successors or assigns, shall have the right at any time, on payment of One Dollar to the lessor, his heirs or assigns, 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 that this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of a 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 acreage, or any part thereof against or from lessor, his heirs, executors, administrators, successors or assigns, or any person or persons.

On gas wells, utilized, of less than 2,000,000 cubic feet daily volume, the royalty shall be \$150.00 per annum, instead of \$300.00.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

Ross H. Rayburn

OKLAHOMA FORM OF ACKNOWLEDGMENT

STATE OF OKLAHOMA,)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of December, 1919, personally appeared Ross H. Rayburn and----- 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires July 1st, 1922

(SEAL) E. F. Dixon, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 27, 1922 at 3:30 o'clock P. M.
in Book 427, page 202

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk