

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 herein 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 his 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 his 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 by the parties hereto, that the lessee shall commence a well, on or before Dec. 20th 1922 on, or within a radius of one half (one half) of a mile, of above described tract; said well is to be drilled to the Wilcox sand, or to an equivalent depth of 1850', unless oil or gas is found in paying quantities before that depth.

IN TESTIMONY WHEREOF WE SIGN, This the 30th day of August, 1922,

Witnesses:

J. W. Elgin

Caroline Baker

David H. Vire

Ella Jane Vire

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 30 day of August, 1922 personally appeared David H. Vire and Ella Jane Vire 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.

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

My commission expires Oct 31, 1925

(SEAL) Caroline Baker, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 8, 1922 at 4:00 o'clock P.M.

in Book 427, page 314 By J. D. Belman, Deputy

(SEAL) O. D. Lawson, County Clerk