

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 their interest bears to the whole and undivided fee. Lessor agrees to drill to Wilcox Sand unless oil or gas is found in paying quantities at a lessor depth.

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 the lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

Lessee shall pay for damages caused by his operations to growing crops on said land or buildings.

Lessee shall have 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 lessee or any assignee thereof shall make due payment of said rental.

Lessor whereby 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 payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF WE SIGN, the day and year first above written.

W. R. Cox
H. C. Schultz
H. H. Frencken
C. E. Deck
Geo W. Jennings
Oscar F. Freeman

Isla Cox
Sadie Schultz
M. E. Frencken
Nora Deck
Pearl Freeman

STATE OF OKLAHOMA }
County of Tulsa } SS.

On this 14 day of December, A. D. 1922, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared W. R. Cox, Isla Cox, H. C. Schultz, Sadie Schultz, H. H. Frencken, M. E. Frencken, C. E. Deck, Nora Deck, Geo W. Jennings, Oscar F. Freeman and Pearl Freeman 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.

Witness my hand and official seal.

My commission expires June 23, 1923 (SEAL)

R. L. Hood, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 19, 1922 at 11:50 o'clock A.M.
in Book 430, page 474

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County clerk