

which shall continue said lease in force for 12 months longer. In like manner and upon like payments, or tenders of rentals the commencement of said second well may be deferred for like period of the same number of months successively until the expiration of this lease. The above mentioned rentals shall be tendered to lessor's credit at the First National Bank of Bixby, Oklahoma, or its successors.

If said lessors own 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 proportion which their interest bears to the whole and undivided fee.

Lessee shall have and 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 of the house or barn now on the said premises without the written consent of the owners or lessor.

Lessee shall pay for all 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 the 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 rentals or royalties shall be binding on the lessee until after the lessee has been notified and 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 of the above described lands and the assignee or the 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 effect this lease in so far as it covers a part of 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 to the extent of the respective interest of each lessor therein and agrees that the lessee shall have the right at any time to redeem for the lessor, by the payment of any mortgages, taxes, or other liens on the above described lands and in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof. In the event any mortgagee shall sign as lessor herein the said signature shall constitute a release of the working interest in the oil and gas rights in said lease and said mortgagee shall hold only the royalty interest as security for his debt.

It is agreed that this lease shall terminate when expired by its own terms without any release unless at that time oil or gas is being produced in paying quantities. After a well has been commenced drilling of the same shall continue with due diligence until same is completed to a depth of the Wilcox Sand found at approximately 2200 feet, unless oil or gas has been found in paying quantities at a lesser depth. Failure to do so operates to terminate this lease without notice or other action taken by the lessors of any of them. This lease shall not become operative until it is executed by all the lessors named herein.

In witness whereof, we sign this 1st day of Sept., 1922.

M. J. Hickey
Nellie Hickey
Max Steinbuechel
L. W. Clapp
A. D. Kennedy
W. S. Hopping

Marie Steinbuechel
Elizabeth Wilson
Bertha P. Gouldner
Fred C. Stapkman,
H. J. Steinbuechel

Individually and as trustees of the stockholders of the

Oklahoma Trust Company, a corporation, now dissolved.