

If the lessee shall fail to properly protect and operate producing wells and shall fail to promptly remedy any such default within thirty days (30) days after written notice thereof or demand is served on him by the lessor, then such failure or default shall constitute an abandonment and forfeiture of the lease by said lessee and entitle the lessor to cancel this lease and assume the immediate possession of the premises and of all the producing wells thereon so as to protect and secure all of the production therefrom and all such production shall thereafter belong to the said lessor. The lessee, however, shall have the right to remove all his tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, machinery and the casing of all dry or exhausted wells within sixty days (60) from such date, but in case of such abandonment or the cancellation of this lease all casing and tubing in producing wells shall be left therein for use of lessor in operating such wells so long as they continue to produce either oil or gas in paying quantity; the lessee being entitled to the possession thereof only when such casing or tubing is no longer required in the operation of these wells.

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 the assigns and successive assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written copy of the transfer or assignment.

All covenants and agreements set forth herein between the parties hereto shall extend to their heirs, executors, administrators and lawful assigns.

In testimony whereof, the said parties have hereunto set their hands the day and year first above written.

Josephine Phillips, Party of the first part.

W. F. Scott, Party of the second part.

State of Kansas)
County of Marshall) SS
Before me, a Notary public in and for said County and State, on this 16th day of December, 1922, personally appeared Josephine Phillips, single and unmarried, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Apr. 26, 1923.

(SEAL) R. W. Motis, Notary Public.

State of Missouri)
County of Jackson) SS
On this 15th day of December, 1922, before me, a Notary Public in and for the County and State, aforesaid, appeared W. F. Scott, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

My commission expires Apr. 11, 1925.

(SEAL) Jeanette Long, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 22, 1923, at 9:00 A.M. and duly recorded in book 432, page 470, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.