

431

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 assignment of rentals 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 in the event this lease shall be assigned as to a part or 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 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 mortgage, 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.

In Testimony Whereof, We sign, this the 22nd day of Jan. 1923.

C.W. Couch

Rotha O. Couch

S. C. Couch

Opal Couch

STATE OF OKLAHOMA,)
County of Tulsa) SS.

BE IT REMEMBERED, That on this 22 day of Jan in the year of our Lord one thousand nine hundred and twenty Twenty three before me, a Notary Public, in and for said County and State, personally appeared C. W. Couch and Rotha O. Couch and S. C. Couch his wife to me known to be the identical person 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.

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 June 28th 1926

(SEAL) M. C. Williams, Notary public

STATE OF OKLAHOMA,

COUNTY OF TULSA, SS:

Before me, the undersigned, a Notary Public, in and for said county and State on this 22nd. day of January, 1923, personally appeared Opal Couch, a single woman, 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.

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

My commission expires Feb. 16, 1925

(SEAL) C. E. Kirkley, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 22, 1923 at 3:00 o'clock P. M.
in Book 434, page 341

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk