

COMPARED

ing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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 $\frac{\text{his}}{\text{his}}$ 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 operations thereon, except from the wells of lessor.

When requested by lessor, lessee shall bury 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 assignment 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} land 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 3rd day of April, 1923

Witnesses:

W. O. King

Minnie Hugo

L. G. Gaulding

Her

Emma (X) Gaulding

Mark

STATE OF OKLAHOMA

SS.

COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of April, 1923, personally appeared L. G. Gaulding and Emma Gaulding 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 September 2nd, 1925

(SEAL)

Minnie Hugo-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 7, 1923 at 9:30 o'clock A.M. and recorded in Book 441 Page 175

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

226928-ACM

MORTGAGE OF OIL AND GAS LEASEHOLD ESTATE

THIS INDENTURE, Made this 23rd day of March, 1923,

between Vick Oil Company, Elmer Vick, Sole Trustee, of

Tulsa, County, in the State of Oklahoma, same being a

I hereby certify that I received \$1050 and issued Receipt No. 1729 in payment of mortgage tax on the within mortgage.

Dated this 7 day of April, 1923

WAYNE L. DICKER, County Treasurer

Q.S.B.