

COMPARED

the premises herein described is attached or questioned, that the lessor will permit such legal procedure as may be necessary and expedient, to be conducted in the name of said lessor, at the expense of the said lessee, and that said lessor will give the said lessee their assistance and co-operation to insure the rights of the said lessee.

As indicated above, if the estate of either party hereto is assigned, the covenants herein shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or the lease shall be binding on either party until the other party has furnished them with a true copy of the transfer or assignment thereof.

Lessor hereby warrant 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 of any mortgages, 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.

It is mutually understood and agreed between the parties hereto, that lessor reserves and shall have the right to convey water from the Arkansas River over or through the premises herein leased to lessee, in such manner as shall not interfere with the efficient operation of the plants of the lessee.

IN WITNESS WHEREOF, the parties hereto have affixed their proper names and signatures in duplicate, this 1st day of February, 1923.

Adesta F. Hindman

A. F. Hindman

Lessor

ATTEST:

J. M. Chandler

(CORPORATE SEAL)

Price Sand Co.

Secretary

Lessee.

By W. A. Moore

President.

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) ss.

BE IT REMEMBERED, that on this 1st day of February 1923, before me, a Notary Public in and for said County and State, personally appeared Adesta F. Hindman and C. J. Hindman, 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.

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: Sept 25, 1923

(SEAL) Edna B. Paris, 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 1st day of Feb'y 1923, personally appeared W. A. Moore, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires April 29, 1924

(SEAL)

J. M. G. Usher, Notary Public