

(CONTINUED)

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 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 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 lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, 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 agreed that if the party of the second part does not begin the drilling of a well within one-half mile of the premises covered by this lease within six months from the date hereof, this lease shall be void, but if a well is so commenced by the party of the second part within six months from this date this typewritten provisions shall in no way effect, modify or change the provisions of this lease

IN TESTIMONY WHEREOF WE SIGN, This the 15th day of February, 1923

Frank Hustedde

Witnesses:

Hughes

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of February, 1923 personally appeared Frank Hustedde, a widower and----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Oct 10" 1925

(SEAL)

F. E. Dickson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mch 17, 1923 at 10:30 o'clock A. M.

in Book 442, page 464

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224756 C. J. COMPARED

OIL AND GAS LEASE

AGREEMENT, made and entered into the 15th day of February, 1923 by and between George Moeller and Johanna Moeller Husband and wife Route #7 of Tulsa, Okla. hereinafter called lessor (whether one or more), and The Texas Company a corporation of Texas, hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Eighty and 00/100 dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa State of Okla. described as follows, to-wit: The west one half of the