

[COMPARED]

well had been completed within the term of years herein first mentioned.

All payments under this lease shall be made to the lessor, or, with like effect, check for such payment may be mailed to National Bank of Commerce Bank of Tulsa, Oklahoma, or its successors, for deposit to lessor's credit.

The lessee, its successors or assigns, shall have the right at any time, on payment of One Dollar to the lessor, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, provided that this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of a suit in any court of law or equity by the lessee to enforce this lease or any of its terms or to recover possession of the leased acreage, or any part thereof against or from the lessor, his heirs, executors, administrators, successors or assigns, or any person or persons.

The lessee agrees to protect the lines of the leased premises from drainage by producing wells on adjoining premises producing from sand deeper than now producing on said lease.

For the same consideration, said lessor hereby grants, bargains, sells, conveys and delivers unto lessee, its successors and assigns, all of his right, title and interest in and to the tubing, rods, casing, pumping and drilling equipment and all tools and appliances now located upon the above described premises and used in the operation of the same for the production of oil and gas.

Notwithstanding the date of this lease, the same shall be effective and pass title as of seven a.m. January 28, 1923.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

WITNESSES:

John D. <sup>W.</sup>Todd

(CORPORATE SEAL)

Samuel K. Todd Lessor

GYPSY OIL COMPANY

Henry McGraw

Second Vice President  
Lessee

State of Indiana )  
COUNTY OF Vermillion ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of April, 1923 personally appeared Samuel K. Todd 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 October 14, 1925

(SEAL)

Hilton W. Coffin, Notary  
Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 9, 1923 at 4:00 o'clock P. M.  
in Book 442, page 672

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk