

COMPARED

Lessee shall have the right to use, free of cost, gas, oil or water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its 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 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 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 of parts of said lands upon which the same lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby 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 hereof. If second party is not actually drilling a well for oil or gas within one quarter of a mile of this land on or before the 17th day of July, 1923 this lease shall become null and void.

In testimony whereof we sign, this the 17th day of March, 1923.

Witnesses:

Mollie H. Fewel,  
Green A. Fewel.

State of Oklahoma )  
County of Muskogee ) SS

County of Muskege) Be it remembered, that on this 17th day of March, in the year of our Lord one thousand nine hundre d and twenty three, before me a Notary Public, in and for said County and State personally appeared Mollie H. Fewel and Green A. Fewel, to me knownto be the identical persons who execut<sup>ed</sup> 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 thereinset forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above writteb.

(SEAL) Robert V. Anderson, Notary Public.

My commission expires Nov. 18, 1923.

Filed for record in Tulsa County, Okla. on April 3, 1923, at 3:15 P.M. and duly recorded in book 445, page 403. By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

COMPARED

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OIL AND GAS LEASE.

Know all men by these presents: That A. J. McCartney and Hattie McCartney, husband and wife of the Postoffice of Tulsa, State of Oklahoma, hereinafter called lessor (whether one or more) for and in consideration of one dollar and other considerations dollars, cash in hand paid, receipt of which is hereby acknowledged, does hereby