

COMPARED

terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein provided. And it is agreed that upon the resumption of the payment of rentals as above provided that the last proceeding paragraph hereof, governing the payment of rentals in 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 lands than the entire and undivided fee estate therein, then the royalties and rentals herein provided shall be paid to the lessor in proportion which 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 his operations thereon, when requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than two hundred feet to the house 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 part 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 assignments 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 this event this lease shall be assigned as to a part or as to parts of the above described land and the assignee or the assigns of such part or parts shall fail and the assignee or the assigns of such part or part shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or effect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee thereof shall make due payment of said rentals.

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 the lessor by payment, any mortgages, taxes, or other liens on the above described land, in the event of default of payment by lessor, and be subrogated to the holder thereof.

In witness whereof, the parties hereunto set their hands this the 14th day of April, 1923.

Albert Oskison, Guardian, Lessor.

Lessor.

State of Oklahoma)
County of Craig) SS Before me, Ruth Morrison, an Notary Public, within and for the county and state aforesaid, on this the 14th day of April, 1923. personally appeared Albert Oskison as guardian of Gilbert Falling, a minor, which said guardian is to me well known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same in his capacity as such guardian and as the free and voluntary act and deed for the uses and purposes therein ^{mentioned and} set forth.

Witness my hand and seal this the date last above written.

(SEAL) Ruth Morrison, Notary Public,

My commission expires Jan. 26, 1927.

Filed for record in Tulsa County, Okla. on April 18, 1923, at 10:20 A.M. and duly recorded in book 445, page 513,