

force just as though there had been no interruption in the rental payments. COMPARED

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, the the royalties and rentals herein provided shall be paid the lessor only 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 its operations thereon, except water from wells of lessor.

When requested by the 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 lands.

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 in the event this lease shall be assigned as to a part or 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 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 mortgage, 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 the lands herein described are a part and parcel of a block and that the drilling of a well on any one of the tracts included in the block shall be deemed a compliance with the terms of this lease, except that a well must be drilled on this tract on or prior to 5 years from date, to the Wilcox sand, unless oil or gas is discovered in paying quantities at a less depth.

In testimony whereof, we sign, this the - - - day of - - - 19 - -

Witnesse:

Elizabeth Hefflefinger,  
J.E. Hefflefinger.

State of Oklahoma )  
County of Tulsa ) SS

Be it remembered, that on this 17th day of April, in the year of our Lord one thousand nine hundred and twenty three, before me, a Notary Public, in and for said County and State, personally appeared Elizabeth Hefflefinger and J. E. Hefflefinger, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that - - - executed the same as they 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.

(SEAL) Elsie Fern Purdy, Notary Public.

My commission expires 2/15/26.