

## COMPARED

reasonable diligence, begin and prosecute the drilling of a well on the leased land in a faithful effort to reach the stratum and produce oil on the leased land.

If the lessee shall drill a well and discover oil or gas in paying quantities in or under said leased land, then this lease shall remain in full force and effect for ten years from such discovery, and as much longer as oil or gas is produced in paying quantities; and having so discovered oil or gas in paying quantities the lessee shall be exempt from loss or forfeiture of this lease in whole or in part except after judicial ascertainment of forfeiture and reasonable opportunity to save the lease after such ascertainment, or, at the election of the lessee, to save each producing well and have the lease remain in force to the extent of 10 acres of land to be designated by the lessee surrounding each producing well.

When drilling or other operations are delayed or interrupted by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition, or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against the lessee anything in this lease to the contrary notwithstanding.

No well shall be drilled nearer than 200 feet to any house or barn now on said land, unless by consent of the lessor, and nothing herein contained shall deprive the lessor of the full use and enjoyment of said land, subject to the privileges and estate hereby granted and when requested by the lessor the lessee shall bury all pipe lines so that they will not interfere with cultivation.

Should the interest owned by the lessor in said land prove to be less than the entire fee the royalties and moneys herein provided for shall be delivered or paid to the lessor in the proportion only that the interest of the lessor bears to the entire fee.

If the estate of either party hereto be assigned the covenants hereof shall extend to the assigns and successive assigns; but no change or division in the ownership of the land or the rentals or royalties, by purchase or otherwise, shall operate to enlarge the obligations or diminish the rights and privileges of the lessee hereunder in any particular from what they would have been in the absence of such change or division; nor shall it be binding on the lessee for any purpose until the lessee shall have been furnished with proper evidence thereof.

And more than one lessor joining in this lease it shall be construed as though "lessor" were written "lessors" and verbs in their number were changed to correspond.

IN WITNESS WHEREOF, this instrument is signed on this 5th, day of January, 1923

Witnesses:

H. J. Pankratz

P. F. Friesen.

STATE OF KANSAS )  
                  ) ) SS  
COUNTY OF MARION)

A.S. Goertz,

Mary Goertz.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st, day of February, 1923, personally appeared A.S. Goertz, and Mary Goertz, husband and wife, to me known to be the identical persons who executed 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 therein set forth.