

COMPARED

scribed and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

14. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as such production continues.

15. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore, provided, If after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and if production results therefrom, then as long as production continues.

16. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

D. A. Klaassen,

Helena Klaassen.

STATE OF KANSAS)
COUNTY OF MARION) SS OKLAHOMA FORM OF ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County on this 19th, day of March, 1923, personally appeared D. A. Klaassen, and Helena Klaassen, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that their executed the same as their 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 April 24, 1923.

(seal) P. F. Friesen, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 14th, 1923, at 11:30 P.M. and recorded in Book 446, Page 484

By Brady Brown, Deputy.

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

227591-GB COMPARED

UNITED STATES OF AMERICA
STATE OF OKLAHOMA.

NUMBER 641

TITLE
GUARANTEE AND TRUST COMPANY
Tulsa, Okla.
OKLAHOMA SECOND MORTGAGE

DOLLARS
\$400.00