

shall 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 hereinbefore provided. And if it is agreed that upon the resumption of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no ⁱⁿ 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, then the royalties and rentals herein provided shall be paid the said lessor only in ^{the} proportion which their 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 operation 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 of said premises.

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 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 the assigns and successive 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.

This land is no portion of the homesteads of any of the grantors hereto. Some of the grantors live in Illinois, Maryland, Indiana, and Oklahoma. It is understood that the principal reason for the granting of this lease is that a Wilcox Sand test shall be drilled by second party or assigns, offsetting this forty acres, said test to be started within 60 days from date hereof, and completed with due diligence, otherwise this lease is to be void and of no effect.

In testimony whereof, we sign, this the 30th day of January, 1924.

Royal N. Anthis (SEAL)
Ivo Miller (SEAL)
Lydian W. Frerichs, (SEAL)
Lydian B. Williams (SEAL)
Mentor F. Wheeler, (SEAL)
Katherine W. Wheeler (SEAL)

William N. Anthis (SEAL)
E. B. Martindale (SEAL)
Benjamin F. Wheeler (SEAL)
J. Earl Oliphant, (SEAL)
C. C. Winkler (SEAL)
I. I. Litwinsky, (SEAL)

ACKNOWLEDGEMENT TO THE LEASE.

State of Oklahoma)
) SS

County of Muskogee) Be it remembered, that on this 30th day of January, in the year of our Lord one thousand nine hundred and twenty four before me, a Notary Public, in and for said County and State, personally appeared Royal N. Anthis, E. B. Martindale and Ivo Miller, and William N. Anthis, 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.

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

(SEAL) Austin F. Anthis, Notary Public.

My commission expires Nov. 20, 1926.

ACKNOWLEDGEMENT TO LEASE.

State of Maryland)

City of Baltimore) SS Before me, the undersigned, a Notary Public in and for said