

hundred (200) foot offset to the east line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 36, twp. 19 N. Range 13 E. Said well to be drilled into and through the Turkey Mountain Sand (unless oil or gas is found in paying quantities at a lesser depth) and shall be the first well drilled on said land described herein.

It is further understood and agreed that, if the first well drilled on said land described herein produced oil or gas in paying quantities at a lesser depth than what is commonly known in said locality as the Turkey Mountain Sand, and is not drilled into the Turkey Mountain Sand, then and in that event a second well shall be commenced on said land within thirty (30) days from completion of first well drilled and drilled into said Turkey Mountain Sand; provided there is no general pro-ration of oil by the major pipe line companies throughout the State of Oklahoma, during said period.

It is further understood and agreed between the parties hereto, and it is a part of the consideration of this contract, that said described tract shall be properly developed if productive of oil and gas in paying quantities by the drilling of additional and other wells.

The lessee further agrees to drill said wells after the same are commenced without any unnecessary delay and to complete the same with due diligence.

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 for shall be paid the lessor only in proportion which her interest bears to the whole and undivided fee;

The lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operation except water from wells or tanks of the lessor.

When requested by the lessor the lessee shall bury his pipe lines below plow depth;

No well shall be drilled nearer than 150 feet to the house or barn on said premises.

Lessee shall pay for damages caused by his 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, except before drawing or removing any casing from any well other than a dry hole, the lessor shall be given an opportunity to purchase the same at its fair market value.

If the estate of either of the parties hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to the assigns and successive assigns. Notwithstanding any 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 of assignment, or a true copy thereof.

Witness our hands and seals the day and year first above written.

Laura Parks, Individually and as Trustee
and Independent Executrix of the Estate of O.F.
Parks, deceased, Lessor.

J. E. Fitzpatrick, Lessee.

State of Texas)

) SS.

County of Dallas) On this 27th day of February, A.D. 1924, before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Laura Parks, a single woman, for herself, and as trustee and independent executrix of the estate of O.F. Parks, deceased, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth, and in the capacity therein stated.

Witness my hand and official seal the day and year last above written.