

gas produced and saved from the leased premises. By this clause it is understood that whenever the production exceeds one hundred barrels per day, lessors are to receive one sixth royalty on all oil and gas, and whenever the production is below one hundred barrels per day it reverts back to one-eighth.

If no well be commenced on said land within 30 days after the completion of the well to be drilled on the Evans land this lease shall terminate as to both parties, unless the lessee shall pay to the lessors the sum of twenty dollars per day, each day, until operations are commenced, or the lease surrendered. It is understood that this well is to be drilled as to what is known as the Wilcox Sand, unless oil or gas is found in paying quantities at a lesser depth, and after operations are started, same are to be carried on with due diligence. Lessee further agrees that whenever operations have ceased on these lands to regrade the lot, leaving it in as good condition as is possible as they found it before starting operations.

Lessee agrees to furnish the lessors free gas for dwelling purposes on said land, providing lessors make their own connections with the well at their own risk and expense.

Lessors hereby waive all right to claim for damage to any dwelling on his or their property caused through the drilling of wells on his property or on the property directly adjoining.

Lessee shall pay for damages caused by drilling 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, provided all the provisions of this contract have been fulfilled.

If the estate of either party is assigned, and the privileges 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 assignments of rental 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 that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the assigns of such part or parts fail or make default in the payment of the proportionate parts of the rents due from them or him, such default shall not operate to defeat or affect this lease insofar as it cover a part or parts of said lands upon which the said leases or any assignee thereof shall make due payment of said rental.

Lessors hereby warrants and agrees to defend the title to the lands described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, 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.

In testimony whereof we sign, this the 3 day of June, 1924, A.D.

R. W. McLeMore, - his wife, Maud McLeMore,
H. H. Sloan, (a widower)
S. E. Williams, his wife Emma Williams,
Emma Williams.

State of Oklahoma)
) ss

State of Oklahoma) Before me, B. M. Lindsey, a Notary Public, in and for said County and State this 3 day of June, 1924, A. D. personally appeared R. W. McLeMore, and his wife, Maud, H. Sloan, (a widower) S. E. Williams, 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 purpose therein set forth.