

COMPARED

480 from any oil well and used off the premises or if used in the manufacture of gasoline or any other product; And lessor to have gas free of cost from any well producing gas on said land for all stoves and inside lights in the lessor's dwelling houses on said land or adjoining land during the same time by making his own connections with the wells at his own risk.

If no well be commenced on said land on or before the 15th day of May, 1923, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State guaranty Bank at Sperry, Oklahoma or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Thirty-five & No/100 (\$35.00) dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for one (1) Month from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on said land be a dry hole, then, and in that event, if a second well is not commenced on said land within three months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said three months shall resume the payment of rentals, in the same amount and same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payments.

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 the proportion which his 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 his operations thereon except water from the well of lessor,

When requested by lessor, lessee shall bury the pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of lessor.

Lessee shall pay for damages caused by their 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.

If the estate of either party is assigned and the privilege of assigning in whole or part, is expressly allowed- the covenants hereof shall extend to their heirs, executors, administrators 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 assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor,