

be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

COMPARED

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe 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 the lessor.

Lessee shall pay for the damage 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 the 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 their heirs, executors, administrators, successors or 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; and it is hereby agreed that in this 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, by payment, any mortgage, 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 21st day of April, 1923.

Witness to mark of Fannie still who cannot
write and at whose request and in whose
presence I wrote her name:

John still
her
Fannie X still
mark

R. W. Courtney

Bessie Still

STATE OF OKLAHOMA,)
COUNTY OF WAGONER) ss.

BE IT REMEMBERED, That on this 21st. day of April, 1923, in the year of our Lord one thousand nine hundred and twenty-three (1923) before me, a Notary Public in and for said County and State, personally appeared John Still and ----- to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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.

My commission expires Jan. 27, 1924

(SEAL) Carl Dieckmann, Notary Public

STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss.

On this 21st. day of April, A. D. 1923, before me, the undersigned a Notary public in and for the County and State aforesaid, personally appeared Fannie still wife of John Still to me known to be the identical person who executed the within and foregoing instruments by her mark, in my presence and in the presence of R. W. Courtney and Bessie Still