

paying quantities, within fifteen months from this date, this lease shall become null and void. **COMPARED**

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to credit of the lessor, free of cost, in the pipe line to which he may connect his well, the equal one-eighth party of all oil produced and saved from the leased premises.

2nd. To pay the lessor one-eighth of the gross proceeds from sale of gas from each and every well wherein gas only is found, while the same is being used off the premises, and lessor shall have ~~fr~~ gas free of cost from any well or wells on the premises, for all stoves, and inside lights in the principal dwelling house on said land, during the life of this lease, but lessor shall make his own connections at his own risk. *and expense*

3rd. To pay lessor for gas produced from an oil well, and used off the premises, one-eighth of the gross proceeds of all such gas.

4th. It is agreed that adjustments for dry gas and casinghead gas, if either is found, shall be made monthly.

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 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 the lessor.

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 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 assigns of such part or parts shall fail or make default in the payments 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 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 24th day of July 1922.

W. P. Phillips

Jane Anna Phillips

STATE OF OKLAHOMA,)
County of Tulsa) ss.

BE IT REMEMBERED, That on this 2 day of Aug. in the year of our Lord, one thousand nine hundred and 22 before me, a Notary Public, in and for said County and State, personally appeared W. P. Phillips and Jane Anna Phillips 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.