

that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the 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 just 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 shall be paid the lessor only in the proportion which his interests bears to the whole and undivided estate.

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 lessee.

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 of a true copy thereof, and it is hereby agreed that in this event this lessee shall be assigned as to a part or as to parts of the above described land and the assignee or assigns 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 warrant 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 by lessor, and be subrogated to the rights of the holder hereof.

This lease shall become null and void unless a well is drilled on a block of 400 acres or less, which has been blocked by Everett W. Evans, and the 40 acres described herein is a part thereof.

In testimony whereof we sign, this the - - - day of - - 19--

Witness:

H. C. Bollman,
Everett W. Evans,
Haysel R. Bollman,

ACKNOWLEDGEMENT TO THIS LEASE.

State of Oklahoma)

County of Tulsa) SS

Be it remembered, that on this 2nd day of May, in the year of our Lord, one thousand nine hundred and twenty three before me, a Notary Public, in and for said County and State, personally appeared H. C. Bollman, Haysel R. Bollman, husband and wife and Everett W. Evans, 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.