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oil or gas to its original stratum by mudding in before proceeding with further drilling and, in the event he fails to mud off such oil or gas in a satisfactory manner, the well shall be plugged.

COMPARED

5. If the party of the second part complete a well, in any sand below the top of the Mississippi lime producing or gas in paying quantities, then said lease assignments shall be delivered by said Bank to party of the second part, and party of the second part shall be permitted thereunder to operate said lease for oil and gas but shall only operate the same as to oil or gas produced from Sands below the top of the Mississippi lime, and all oil or gas produced from the sands above said Mississippi lime shall be and belong to the party of the first part.

6. Nothing herein contained shall prohibit party of the first part from operating said lease for oil or gas, and to drill and operate oil and gas wells and produce oil and gas bearing sands above the Mississippi lime, and as to said last named sands, party of the first part shall have the right to continue to operate said lease, with right of ingress and egress to said premises, as if this contract or sale lease assignment to party of the second part ^{never} had been executed.

7. Party of the second part will not permit said leasehold estate to be encumbered by mechanics' or material men's liens, and will drill said well at his own expense, as herein provided. And if said party of the second part shall have drilled two wells to and into the Wilcox sand, or the second break in the Mississippi lime, and same shall be dry, party of the second part agrees to abandon said premises, and all his right under this contract shall cease and determine.

8. Party of the first part further agrees to promptly pay all royalties which may be due the lessor through the office of the Superintendent of the Five Civilized Tribes, at Muskogee, Oklahoma. In the event that party of the first part fails to make such payments when due, party of the second part is given the right to make the payments direct in order to protect his rights on the lease, such payments to be a lien on the material and production of the party of the first part.

9. It is also agreed between the parties hereto that all wells drilled on the above premises or premises adjacent thereto, over which the said parties have jurisdiction, shall be at least three hundred and thirty (330) feet from all dividing lines.

10. Party of the second part agrees to commence drilling said first well within thirty days from the date of this contract, continue such drilling with due diligence until the well is completed.

11. Time is of the essence of this agreement, and failure on the part of the second party to commence a well within thirty days from the date of the execution of this contract, and to prosecute the drilling of same with reasonable diligence to completion shall cause this contract to be null and void and all rights of the second party thereunder and in and to said lease hold estates, and to beneficial interests herein, shall cease and determine.

Executed this 25th day of November, 1922.

(Corp. Seal) Mary Oil and Gas Company,

By Chas. Page, Party of the first part,

J. E. Fitzpatrick, Party of the second part.

Attest: E. M. Monsell, Asst. Secretary.

12. Party of the second part agrees to pay all damages to the surface owners of said lands and to hold first party harmless for all such damages.