

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 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 its operations thereon, except the water from the 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 lands.

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 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 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 effect 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 payments of said rentals.

Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the lessee shall have the right, at any time to redeem for the 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 15th day of May 1923.

Nora L. Charlton nee Brown

Homer Roy Charlton

STATE OF OKLAHOMA, )  
 ) ss.  
County of Tulsa. )

Be It Remembered, That on this 15th 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 Nora L. Charlton, formerly Nora L. Brown, and Homer Charlton, her husband 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.

In Witness Whereof, I have hereunto set my official signature and fixed my notarial seal the day and year first above written.

My commission expires April 24, 1925. (Seal)

Mrs. R. J. Ward, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 27, 1923, at 1:10 o'clock P.M. and recorded in Book 479, Page 121.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.