

If no well be commenced on said land on or before the 1st day of June, 1923; this lease shall terminate as to both parties .

COMPARED

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

When requested by the 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 in the event this lease shall be assigned as to part or 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 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 February, 1923.

Lizzie Teague
Samuel A. Calhoun
Whit M. Grant
Horace Speed

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of February, 1923, personally appeared Lizzie Teague and Horace Speed to me known to be the identical persons who executed the above 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.

My commission expires Jan. 1-1926. (Seal)

O. W. Brown, Notary Public.

STATE OF OKLAHOMA, }
COUNTY OF OKLAHOMA. } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of March 1923, personally appeared Samuel Calhoun and Whit W. Grant, to me known to be the identical persons who executed the above 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.

My commission expires Feb. 21, 1924. (Seal)

W. T. Hartman, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 3, 1923, at 10:00 o'clock A.M. and recorded in Book 479, Page 148.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.