

well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth of the proceeds or value of said gas, for the time during which such gas shall be used.

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 said lessor only in the proportion which his interest bears to the whole and undivided fee.

COMPARED

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 owners.

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.

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.

For the same consideration, lessor grants, bargains, sells, conveys and delivers to lessee all the casing and equipment in and about the wells now on the above property.

IN TESTIMONY WHEREOF, We sign, this the 18th day of August, 1923.

Approved by me 8-24-23. (Seal)
W. W. Cotton,
County Judge.

Jerry Scully,
Guardian of Dilsey Harris, an incompetent person.

STATE OF CALIFORNIA,)
County of Los Angeles.) ss.

Before me, the undersigned Notary Public in and for said County and State, on this 18th day of August, 1923, personally appeared Jerry Scully, guardian of Dilsey Harris, an incompetent person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires March 27, 1926. (Seal)

A. L. Schoenborn, Notary Public.
Notary Public in and for the County
of Los Angeles, State of California.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 19, 1923, at 8:30 o'clock A.M.
and recorded in Book 479, Page 37.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240360 C.M.J.

RELEASE OF MORTGAGE-INDIVIDUAL.

COMPARED

IN CONSIDERATION of the payment of the debt therein, I do hereby Mortgage made by Harry W. Walton & Ethel V. Walton, husband & wife to Joseph Klein and which is recorded in Book 393, of Mortgages, page 201 of the records of Tulsa County, State of Oklahoma, covering Lot #7, Block #16, Orig. plat of the town of Sand Springs, Okla.