

which shall continue as the depository regardless of changes in the ownership of said land, the sum of one hundred and sixty dollars (\$160.00), which shall operate as a rental and cover the privilege of deferring the commencement of said second well twelve months from November 27, 1924. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, namely, the down payment, and the drilling of the aforesaid first well, covers not only the privileges granted to the date when said first rentals is payable as aforesaid, but also the lessees' option of extending that period as aforesaid, and any and all other rights conferred. (CORPORATE SEAL)

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by the lessor, lessees shall bury their pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessees shall pay for damages caused by their operations to growing crops on said land.

Lessees 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 assignments of rental or royalties shall be binding on the lessees until after the lessees have 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 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 lessees or any assignee thereof shall make due payment of said rental.

The lessor does not warrant nor agree to defend the title to the land herein described, but does agree that the lessees 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, the lessor and the lessees, hereunto subscribe our names on this the 10th day of December, 1923.

Raymond Hogland, Guardian

for Personal Estate Senora Jefferson
an incompetent
C. W. Titus

ATTEST:

Asst. J. Roy Thompson

Asst. Secretary

(CORPORATE SEAL)

W. C. Norris
Skelly Oil Company
By C. C. Herndon
Vice President

Approved Dec. 10th 1923

John B. B. Boyd

County Judge