

It is agreed that this lease shall remain in force for a term of One Year from this date, and as long thereafter as oil or gas or either of them is produced from said land by the lessees.

COMPARED

In consideration of the premises said lessee covenants and agrees:

1st. To deliver to the credit of the lessors free of cost in the pipe line to which he may connect his wells, the equal one-eighth part of all oil and gas produced from said leased premises.

It is further provided that the said lessee, has an oil and gas mining lease on a tract of land owned by H. C. Bradshaw and Hattie C. Bradshaw, his wife, and described as follows:

Lots 1 and 2 in Block 2 of Smith's Subdivision of the Southeast Quarter of Sec. 5, Twp. 19 N. Range 12 E. in Tulsa County, Oklahoma; on which he is to drill a well for oil and gas to what is known as the "Turkey Mountain Sand" or approximately twenty-two hundred feet, unless oil or gas is found in paying quantities at a lesser depth; and it is further agreed that said lessee as a consideration of the execution of this lease, will commence a well on the land covered by this lease, within twenty days from the completion of the well on the Bradshaw tract, provided oil or gas or either of them is found in paying quantities in said well, and prosecute the drilling of said well on the land covered by this lease with due diligence until the same is finally completed, and upon failure to do so this lease becomes null and void and of no force and effect whatsoever.

It is further understood and agreed that the land covered by this lease is owned by the lessors hereiq, in various proportions, and that the royalties and rentals herein, provided for shall be paid to the lessors only in the proportion in which his or her interest bears to the whole and undivided fee.

The lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon, except water from wells of the lessors.

When requested by lessors, lessee shall bury his pipe line below plow depth.

No well shall be drilled nearer than fifty feet to the house or barn now on said premises without the written consent of the lessor who is owner of the particular tract on which the well is drilled.

Lessee shall pay for damages caused by his operations to growing crops on said land.

The lessee shall have the right at any time to move 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 the 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, the assignee takes the same and all rights therein provided on the same terms and conditions as his assignor, provided, however that no transfer or assignment of this agreement shall relieve said H. R. Hughes of any liability or responsibility incurred or assumed hereunder.

Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right at any time to redeem for the lessors, by payment, any mortgages, taxes or other liens on the above described land, in event of default of payment by lessors, and be segregated to the rights of the holder thereof. Time is the essence of this contract, and notwithstanding the sum specified herein, unless