

5th. Lessee shall commence the drilling of a well on said land on or before the 1st day of February, 1924, and drill same to a depth of 2,500 feet unless oil shall be found in paying quantities at a lesser depth, and lessee shall use derrick in drilling said well. Work on well to be continuous, unavoidable delay and accidents excepted.

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.

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 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 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.

In TESTIMONY WHEREOF, we sign, this the 11th day of December 1923.

M. S. Mussellem

P. H. Stein

A. B. Ice

By L. F. Ice

STATE OF OKLAHOMA

COUNTY OF MUSKOGEE SS:

BE IT REMEMBERED, that on this 28th day of December, 1923, before me, a Notary Public in and for said County and State, personally appeared M. S. Mussellem and P. H. Stein, 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 affixed my notarial seal the day and year first above written.

My commission expires Mch 30, 1927 (SEAL) Selma Herzfeld, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Jan 17, 1924 at 3:30 o'clock P. M.  
in Book 482, page 482

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk