

portion of a one-fourth royalty as the number of lots herewith leased bears to the total number of lots leased to CALVIN & BELT OIL COMPANY. in said Block 3, which number of lots it is agreed shall be limited to Lots 11 to 20 inclusive, insaid Block 3, in Lawnwood Addition to the City of Tulsa. Oklahoma.

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

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

When requested by lessor, lessee shall bury its pipe line or lines below plow depth.

Lessee shall pay for damage caused by its operations to growing crops on said land, and for any building that may be removed.

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 royalties or rentals 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 land hereby leased, and 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 land, in the event of default by lessor and be subrogated to the rights of the holder thereof.

481 Lessee agrees to commence within ten days from the date hereof operations for the drilling of a well for oil and gas on one of the Lots 11 to 20 inclusive in said block 3. Lawnwood addition to the City of Tulsa, and to prosecute the drilling of said well with due diligence to completion, to a depth of the oil sand from which oil is being produced in that vicinity found at approximately 2300 feet unless oil and gas is found in commercial quantities at a lesser depth, and in the event of the lessee's failure to commence operations for the drilling of said well within said ten day period, this lease shall terminate.

In the event the well is drilled on the lot hereby leased and oil or gas is not found in paying quantities, the lessee agrees to level up and restore the surface of the said lot to the same condition as it is now as far as the same is practicable.

It is understood and agreed that time is the essence of this contract and in the event lessee fails to drill with diligence and shall suspend operations after same shall have been commenced, except for unavoidable circumstances or misfortune, it shall pay to the lessor of lots 11 to 20 inclusive in said block three Lawnwood, Addition to the City of Tulsa. the sum of forty dollars for each and every day of such delay.

IN TESTIMONY WHEREOF, we have executed this instrument this the day and year first written above,

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Frank Dunn

Anna Dunn

Before me, a Notary Public in and for said County and State, on this 10th, day of June 1924, personally appeared Frank Dunn and Anna Dunn his wife, to me known to be the identical person 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.

My Commission expires Jan- 25- 1928

(seal)

R. L. Marker Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 25- 1924 at 4:30 O'clock P. M and recorded in Book 484. Page 471.

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk.