both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rental in the same amount and in the same manner as hereinbefore provided And it is agreed that upon the resumption of the payment of rentals, as above provided that the last preceding paragraph hereof, governing the payment of rental and the effict thereof, shall continue in force just as though there had been no interruption in the rental payments. If said lessor owns a lessinterest in the above described land than the entire and undiv-

ided fee simple estate therein, then the royalties and mentals herein provided shall be paid the lessor only in the proportion which his interests 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 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 lessor.

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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 allowes--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 this event this lease shall be assigned as to a part or as to parts of the above described lands, and the assignee or assins of such part or parts shall fail or make default in the payament 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 lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agree 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 20th day of March 1924 Catherine McNulty Bella McNulty

Mary McNulty D. I McNulty Bella McNulty M. J. McNulty-Jr Thomas P. McNulty

STATE OF OKLAHOMA. ) COUNTY OF TULSA. ) SS.

BE IT REMEMBERED, that on this 20th day of <sup>bi</sup>arch, in the year of our Lord, one thousand nine hundred and twenty-four before me, a Notary Public in and for said County and State. personally appeared Catherine McNulty, Bella McNulty, Mary McNulty, M. J. McNulty, Jr. and D. I McNulty, his wife, to me know 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 bereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires February 2, 1925 (Seal) Mabel L. Young , Notary Fublic STATE OF OKLAHOMA ) COUNTY OF OKLAHOMA. ) SS

BE IT REMEMBERED, that on this 20th day of n

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