

writing to accept:

COMPARED

1. Advance royalty accruing under paragraph numbered 3 of this lease when paid shall not be refunded to the lessee because of any subsequent surrender or cancellation thereof, nor shall the lessee be relieved from his obligation to pay said advance royalty annually when it becomes due by reason of any subsequent surrender or cancellation of this lease.

2. That paragraph numbered 4 of this lease shall be as follows, instead of the language as originally written therein;

4. The lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease and shall drill at least one well thereon within one year from the date of approval of this lease by the Secretary of the Interior, or shall pay to the United States Indian Superintendent, Union Agency, Muskogee, Oklahoma, for the use and benefit of the lessor, for each whole year the completion of such well is delayed after the date of such approval by the Secretary of the Interior, for not to exceed ten years from the date of such approval, in addition to the other considerations named herein, a rental of one dollar per acre, payable annually; and if the lessee shall fail to drill at least one well within any such yearly period and shall fail to surrender this lease by executing and recording a proper release thereof and otherwise complying with paragraph numbered 7 hereof on or before the end of any such year during which the completion of such well is delayed, such failure shall be taken and held as conclusively evidencing the election and covenant of the lessee to pay the rental of one dollar per acre for such year, and thereupon the lessee shall be absolutely obligated to pay such rental. The failure of the lessee to pay such rental before the expiration of fifteen days after it becomes due at the end of any yearly period, during which a well has not been completed as provided herein, shall be a violation of one of the material and substantial terms and conditions of this lease, and be cause for cancellation of such lease under paragraph numbered 9 hereof; but such cancellation shall not in anywise operate to release or relieve the lessee from the covenant and obligation to pay such rental, or any other accrued obligation. The lessee may be required by the Secretary of the Interior, or by such officer as may be designated by him for the purpose, to drill and operate wells to offset wells on adjoining tracts, and within three hundred feet of the dividing line, or in case of gas wells, lessee may have the option, in lieu of drilling offset wells, of paying a sum equal to the royalties which would accrue on each well to be offset if said wells had been drilled and were being operated on the land described herein and in accordance with the terms hereof. It is understood and agreed by the parties hereto that offset wells shall be drilled, or royalty paid in lieu of drilling, within ten days after the lessee is notified to do so, and failure to comply with such requirement shall constitute a violation of one of the substantial terms of this lease.

Camie A. Thompson
Assistant Secretary J.W.H.

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 14, 1924 at 1:40 o'clock P. M.
in Book 486, page 203

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251168 C.J.

RELEASE OF MORTGAGE--OKLAHOMA

COMPARED

KNOW ALL MEN BY THESE PRESENTS,

THAT, IN CONSIDERATION of the payment of the debt named therein, THE MIDLAND SAVINGS AND LOAN COMPANY, of Denver, Colorado, does hereby release the mortgage made by B. H. Megginson and Stella Megginson, husband and wife to the said THE MIDLAND SAVINGS AND LOAN COMPANY, which is dated the Fourth (4th) day of September A. D. 1920, and recorded on the Eighth (8th) day of September A. D. 1920, in book 328 of Mortgages, page 13 of the Records