

second well and diligently prosecuted to completion to depth provided for said first well, this lease shall terminate as to both parties. Likewise as to the drilling of any additional well; provided, however, that if no oil or gas be secured in paying quantities within five (5) years from date hereof, then the term of this lease shall expire and this grant be of no further force and effect. Upon securing oil or gas the term of this lease shall continue so long as oil or gas is produced in paying quantities.

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 for shall be paid the said lessor only in the proportion which her 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 their operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury their pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by their 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 assignments of rental 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 as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment 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 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.

The moving consideration for the execution of this oil and gas mining lease on the part of the lessor is that the lessee will commence the drilling of a well for oil or gas upon the land above described within a period of six (6) months from the date hereof, and will carry on the drilling of said well with due diligence until it is completed thru the horizon known as Turkey Mountain sand, which is found at an approximate depth of Twenty-two hundred fifty (2250) feet, unless oil or gas is found in paying quantities at a lessor depth in any of the formations found below the top of the Mississippi lime, and it is specifically agreed between the parties hereto that it would be impractical and extremely difficult to fix the actual damage suffered by the lessor in case of a breach of any of the terms and conditions of this lease, and it is stipulated and agreed that in case the said lessor fails to commence and complete said well within the period and in the manner set out herein, the said lessee shall pay to the lessor the sum of Fifteen Thousand Dollars (\$15,000.00) as liquidated damages for their failure to comply with the terms and conditions hereof.

IN TESTIMONY WHEREOF WE SIGN, this the 27th day of December, 1923.

Witnesses:

H. G. Lea --- Carrie Sumners

Edna Wrightsman
C. J. Wrightsman