

COMPARED  
If no well be commenced on said land on or before the 28th day of April 1924, this lease shall terminate as to both parties unless the lessee shall pay to the lessor the sum of Twenty Dollars (\$20.00) per day, each day until operations are commenced, as a penalty. It is understood that this well is to be drilled to what is known as the Wilcox sand and after operations are started, operations are to be carried on with due diligence. Time being the essence of this contract, Lessee further agrees that whenever operations have ceased on these lands to regrade the lot, leaving it in as good condition as is possible as they found it before starting operations.

Lessee agrees to furnish to lessor free gas for dwelling purposes on said land providing lessor makes their own connections with the well at their own risk and expense.

Lessor, hereby, waives all right to claim for damages to any dwellings on his property caused through the drilling of wells on his property or on the Evans property directly adjoining.

437 Lessee shall pay for damages caused by drilling 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, provided all the provisions of this contract have been fulfilled.

If the estate of either party hereto is assigned - and the privilege of assigning whole or 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 lease 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 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.

IN TESTIMONY WHEREOF WE SIGN, This the 12 day of April, 1924

WITNESSES:

Ida May Evans

J. L. Place

E.P. Gaylord

Cassie L. Gaylord

By Edwin P. Gaylord

Attorney in fact

B. F. Caldwell & Sons

By Leo T. Caldwell  
Attorney in fact

State of Oklahoma )  
                          ) SS.  
County of Tulsa )

Before me, the undersigned, a Notary Public, in and for said County and State on this 12 day of April, 1924 personally appeared E. P. Gaylord and Cassie L. Gaylord by Power Attorney by Edwin P. Gaylord and B. F. Caldwell & Sons by Leo T. Caldwell by Power Attorney 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.

Given under my hand and seal the day and year last above written.