

executors, administrators, successors or assigns, but no changes 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 mortgage, taxes or other liens on the above described land, in the default of payment by lessor, and be subrogated to the rights of the holder thereof.

Lessee agrees to commence within ten days from the date hereof, operations for drilling of a well for oil or 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 2,300 feet, unless oil or gas is found in commercial quantities at a lesser depth, and in the event of lessee's failure to commence operations for the drilling of said well within said ten day period, this lease shall terminate, provided, however, that the termination of said lease shall not relieve the lessee from damages for failure to drill said well. 488

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

It is understood and agreed that time is of the essence of this contract and in the event lessee fails to drill with diligence and shall suspend operations after the same have been commenced, except for unavoidable casualty or misfortune over which it has no control, it shall pay as damages to the lessor the sum of \$40.00 for each and every day of such delay.

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

Elsie Eno

M. L. Eno

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, O. L. Stewart, a Notary Public in and for said County and State on this 11 day of June, 1924, personally appeared ELSIE ENO and M. L. ENO, wife and husband, to me known 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.

My commission expires 4/24/27

(SEAL)

O. L. Stewart, Notary Public

Filed for record in Tulsa Countyk Tulsa Oklahoma, Jun 25, 1924 at 4:30 o'clock P. M.
in Book 488, page 625

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk