

COMPARED

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed 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 made 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 such 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.

Second party agrees to commence the drilling of a well for oil and gas on or off-setting the above described property within 60 days from the date hereof. If the well drilled by said second party is an off-set to the above described property and the same produces oil or gas in paying quantities, then said second party agrees to pay to first party the sum of \$250.00 as a further consideration for the execution of said lease. It is further agreed by the parties hereto that in case said first party fails to successfully defend his title and if same is lost by virtue of the litigation now pending over said property, then in that event, the royalties, if any, accrued shall be impounded in the Exchange Trust Company of Tulsa, Oklahoma, or retained by the Pipe Line Company Running the oil, until the true owner of said property shall be determined. It being understood that the 1/8 royalty provided for in said lease shall be paid to the legal owners upon a final adjudication of the litigation now pending on said property. First party further covenants that said above described property is not now and has never been any part of his homestead.

In Testimony Whereof We Sign, this the 9th day of May, 1924.

Witness

Creekmore Wallace (Scroll Seal)

STATE OF OKLAHOMA, () SS
COUNTY OF CREEK, ()

BE IT REMEMBERED, That on this 9th day of May 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, came Creekmore Wallace to me known to be the identical person who executed the within and foregoing instruments and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires March 17, 1928.

(SEAL)

Rhoda Robbins, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, May 12, 1924, at 4:40 o'clock P.M. and recorded in book 489, page 7.

By Brady Brown, Deputy.

(SEAL)

O.G. Weaver, County Clerk.