

option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not completed on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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 shall be paid the said lessor only in the proportion which their 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 its operation thereon except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises.

Lessee shall pay for damages caused by its 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 (word torn out) the covenants hereof shall extend to the assigns and successive assigns, but no change in the ownership of the land or assignment of rentals 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.

This land is no part of the homesteads of any of the grantors hereto, the legal residence of each of the grantors being shown in the caption hereto.

In Testimony Whereof, We Sign, this the 21st day of May 1924.

Royal N. Anthis
I. I. Litwinsky By James
M. Anthis his attorney in fact
Ivo Miller
E. B. Martindale
J. Earl Oliphant
Lylian Wheeler Frericks

C. C. Winkler
Katharine W. Wheeler
Mentor F. Wheeler
Benjamin F. Wheeler
Lylian B. Williams
William L. Anthis

STATE OF OKLAHOMA,)
County of Muskogee.) ss. (ACKNOWLEDGMENT TO THE LEASE)

BE IT REMEMBERED, That on this 21st 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, personally appeared Royal N. Anthis, E. B. Martindale and Ivo Miller 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.

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 Nov. 20, 1926. (Seal)

Austin F. Anthis, Notary Public.

STATE OF INDIANA,)
County of Knox.) ss. (ACKNOWLEDGMENT TO THE LEASE)

On this 31st day of May A.D. 1924, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Katharine W. Wheeler, Mentor F. Wheeler, Benjamin F. Wheeler, C. C. Winkler, and J. Earl Oliphant to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they