

and undivided fee sample estate therein, then the royalties and rentals herein provided for 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 his operations thereof, except water from the wells of lessor.

When requested by lessor, lessee shall bury all 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 his 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 or rental 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 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 rents due from him or them, such default shall not operate to defeat this lease in so far as it covers a part or parts of said lands upon which the said lessees 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 lessees shall have the right to at any time redeem for lessor, by payment, any mortgage, 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 hereof.

The lessor agrees to drill a well to the depth of 2500 feet unless oil or gas be encountered at a lesser depth, and the lessee further agrees that in the drilling and development of the aforesaid described land that he will sub-divide said land into 2- acres tracts, and observe each subdivision in said drilling, and that in the event he drilled upon any sub-division of 20 acres, he should not get a well, either oil or gas in paying quantities and thereby condemning said 20 acre tract or sub-division for oil or gas, he hereby agrees and obligates himself to immediately release from this oil and gas lease said 20 acre subdivision, and each and every subdivision of 20 acres as aforesaid, where oil and gas or either of them is not found in paying quantities, as the drilling and development proceeds under the foregoing oil and gas lease.

The lessee further agrees that he will proceed to diligently develop the aforesaid land for gas and oil, and that all subdivisions as aforesaid upon which he determines is non-productive and he will not drill upon, that he will immediately release back to the lessor, the lessor does not guarantee to clear previous leases on the northwest quarter of the southeast quarter.

In testimony whereof we sign, this the 22 day of September, 1924.

Walter M. Stunkard,
Elizabeth A. Stunkard.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this the 22 day of September, 1924, personally appeared W. M. Stunkard and Elizabeth A. Stunkard, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and who acknowledged to me that they executed the same of