OIL AND GAS LEASE

Dollars cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter fontained on the part of which lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let upon the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products all that certain tract of land situate in the county of _______

State of Alabama, described as follows, to-wit:

E; of SE; Sec. 13, Tp. 18, Range 2

Eg of NE4, Sec. 24, Tp. 18, Range 2,

5 A in SE Cor. SW_4^1 of NW_4^1 , Sec. 24, T_p . 18, R. 2. No. of acres 165, and containing 1300 acres, more or less. It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which they may connect their wells, the equal one eighth part of oil produced and saved from the leased premises:

2nd: To pay the lessor one eighth Dollars each year, in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost any suchwell for all stoves and all inside lights in the principal dwelling house on said land during the same time by making their own connections with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one eighth dolaars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If operation for drilling a well be not commenced on saidland on or before the 19 day of Sept. 1924, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the _____ bank at _____ or its successors, which shall continue as the depository, regardless of changes in the ownership of said land the sum of one eighth dollars, which shall operate as rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's 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 commenced 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 provid d. And it is agreed that upon the resumption of the payment of rentals as above procided, that the last preceding paragraph hereof governing the payments 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 thereinm then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which 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 all operations thereon except water from wells of lessor.

When requested by lessor, lessee shall bury their pipe below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of lessor.

Lessee shall pay for damages caused by all 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 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 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; 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 assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect the lease on 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 lessof, 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 18 day of Sept. 1923.

Vitness:

L. D. McSwain

THE STATE OF ALABAMA

COUNTY OF SHELBY

Pearl Still Maddox

Before me L. B. Riddle, a Judge of Probate in and for the County of Shelby and State of Alabama, on this day personally appeared L. D. McSwain as witness and upon oath says that he witnessed the signatures of the signers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25 day of Sept. 1923.

L. B. Riddle--Judge of Probate

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THE STATE OF ALABAMA )
COUNTY OF SHELBY )
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Before me, L. B.Riddle, a Judge of Probate in and for the county of shelby and State of Alabama, on this day personally appeared J. D. Maddox known to me to be the person whose name is subscribed to the foregoing instrument as maker of said instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said J. D. M addox

Given under my hand and seal of office on this the 25 day of Sept. 1923.

L. B.Riddle-Judge of Probate
Shelby County, Ala.

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THE STATE OF ALABAMA )
COUNTY OF SHELBY
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Before me, L. B. Riddle a Judge of Probate in and for the county of Shelby and State of Alabama, on this day personally appeared Mrs. Pearl Still Maddox wife of J. D. Maddox known to me to be the person whose name is signed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Mrs. Maddox acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retradt it.

Given under my hand and scal of office on this the 25 day of Sept. 1923.

L. B.Riddle-Judge of Probate

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THE STATE OF ALABAMA )
SHELBY COUNTY )
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I, L. B. Riddle, Judge of Probate herebycertify that this instrument was filed for record on the 25th day of Sept. 1923 at 3 oclock P.M. and duly recorded in Book 76 pages 414 of the records of this office.

L. B. Riddle--Judge of Probate