

and become the property of the owner of the land as a part of the consideration for this lease in addition to the other consideration herein specified, excepting that tools, boilers, boiler-houses, pipe lines, pumping, and drilling outfits, tanks, engines and machinery and the casing of all dry or exhausted wells shall remain the property of the said parties of the second part and may be removed at any time before the expiration of sixty days from the termination of this lease; that they will not permit any nuisance to be maintained on the premises under their control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; That they will not use such premises for any other purpose than that authorized in this lease and that before abandoning any well that they will securely plug the same so as to effectually shut off all water above the oil bearing horizon.

And it is mutually understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said parties of the second part further covenant and agree that they will keep an accurate account of all oil mining operations showing the whole amount of oil mined or removed and all sums due as royalty shall be a lien on all implements, tools, movable machinery and other personal chattels used in ^{and} prospecting and mining operations and upon all of the oil obtained from the land herein leased as security for the payment of said royalties.

And the parties of the second part