

and as much longer as coal, oil, petroleum, gas, or other minerals be produced in paying quantities or rents or royalties paid; upon the conditions, that second party shall begin drilling, prospecting and searching upon said land for the commodities named, within one year from the date of this lease, (unavoidable accidents and delays excepted), and in case of failure to ^{commence} ~~one~~ well within such time, the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of Ten $\frac{10}{100}$ dollars per annum as a rental on the same until a well is commenced or the premises abandoned. All royalties, delay, rentals and other payments which may fall due under this lease shall be paid direct to Robt. Fry or be deposited to - credit in - bank of - which is hereby made the agent of the lessor with power to receive and receipt for such payments and the party of the first part hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such places as above mentioned, renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue.

The second party further agrees to commence the drilling of at least one well on some one of the tracts of land which second party may hold under lease within a radius of 3 miles of this lease within six months from the date hereof but time lost by unavoidable delays shall be deducted from the time provided for the commencing of such well and if second party fails to commence drilling said well within the time specified, then this lease shall be null and void and all the rights and interests of second party in the same shall cease.

And this lease is made on the further condition that second party shall deliver as royalty