

well drilled on the above described premises, in case the gas be found in quantity sufficient to transport off the above described premises and convey to market.

The said second party agrees not unnecessarily disturb growing crops thereon, or to fences.

The <sup>said</sup> second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or excavating and the right of way to and from the place of mining or excavating, and the right to lay pipe lines for the purpose of conveying or conducting water steam gas or oil over and across said premises and also the right to remove at any time any and all machinery oil wells supplies or appurtenances of any kind belonging to the said second party.

The party of the second part agrees to commence one well within 20 days and proceed continuously drilling thereof until completed from the date hereof, (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 future delay the sum of One Hundred Dollars every 60 days as a rental on the same thereafter until a well is commenced on the premises abandoned payable at Collinsville, Mo., and the party of the first part hereby agrees to accept such sum as full consideration and payment for such 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 place, 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.

It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs executors administrators successors and assigns.