

above written and as much longer as oil, gas, coal or other mineral shall be found in sufficient quantities to ^{justify} marketing the same, in the judgment of the parties of the second part .

The said lessee agrees to yield and to pay to the lessor, as Guardian , as aforesaid One eighth part or share of the Oil which may be produced and saved from said land, which share shall be delivered i n lessees tanks at the wells or to the credit of the lessor in such pipe lines as the lessees may hereafter supply their wells with

For the purpose of drilling and operating on said lands, the lessees shall have the right to use, free from royalty so much gas as may be received from any wells which the lessees may drill thereon . Should any well or wells drilled by the lessees on said land ^{not} yield oil but produce gas only and produce that in sufficient quantity to justify marketing the the lessees shall pay \$ 25.00 each quarter in advance during the time said gas shall be sold by said lessees, or the lessees in their judgment , there is not available market for the gas from said well or wells, may keep the same closed so as to prevent the waste of gas therefrom, and pay the lessor \$ 2.50 quarterly each year in advance upon each well so kept closed until the gas therefrom shall be sold by the lessees.

In case coal is discovered in paying quantities upon said land then said lessees shall pay to the lessor, a royalty in the sum of Ten cents per ton for all coal taken therefrom . Shall any well or wells drilled by the lessees on said land produce both oil and gas and the quantity of gas therefrom exceed that required by the lessees for drilling and operating ~~exceed that required by the lessees for drilling and operating~~ on said land, the said lessor shall have the right to use free of cost and at his own risk at said wells, so much ~~gas~~ of the said excess as may be necessary to heat and light the dwelling house upon said land so long as no royalty shall be paid to the lessor for the gas produced from such well or wells .

In case coal or other minerals shall be found in paying quantities on said land and the same be operated with reasonable diligence by said lessees, then this lease shall remain in full force and effect; though oil and gas may be abandoned .

The lessees shall have the right to pay or to assume payment of any incumbrance against said land prior to this lease and to be thereupon subrogated to the rights of the holder of such incumbrance .

It is further agreed by and between the parties hereto that if after two years from the date of this lease to ^{the} said parties of the second part shall fail to sink a well or begin operations on the land ^{leased} ~~sees~~ of the said party of the first part, then the parties of the second part shall pay to the party of the first part as a rental for said land, for each succeeding year thereafter, the sum of \$ 10.00 annually in advance .

The parties of the second part, shall have the option at any time of surrendering this lease , and shall not upon such surrender be liable for any damage or rental hereunder . The party of the first part further agrees to allow to the parties of the second part at any reasonable time the use and inspection of the Abstract of Title to the above described land .

In witness whereof we have hereunto set our hands the day and year above mentioned .

Will Ward
As Guardian for Francis Ward

T.J. Mc Manus

J.J.C. Bond

J. Fred Dee