

second party of all the benefits accruing and belonging or that may accrue and belong to second party under this Lease.

To Have and To Hold said interest and said lease in said land to second party their heirs representatives successors and assigns for the term of ten years and as much longer as oil, petroleum and gas 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 sixty days from the date of this lease and all royalties rentals and other payments which may fall due under this lease and all shall be paid direct to E. M. Yates and H. R. Yates and a failure to commence one well within such time 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.

And this lease is made on the further condition that second party shall deliver as royalty to be received by the first party in the pipe lines to which the second party may connect his tanks the one sixth of all the oil, that second party may produce from said land or in place of delivering the same second party shall pay to first party for such royalty the one sixth of the market value of such oil if second party so elects. Second party shall pay as royalty one fourth of all gas per year for each well on said land from which gas may be sold by second party and