

land by the Lessee, his heirs, administrators, executors, successors, or assigns.

In consideration of the premises the Lessee covenants and agrees:

FIRST: To pay to the Lessor as royalty one-eighth (1/8) part of all the oil saved from that produced, such part to be run to the Lessor's credit in the pipe line which Lessee may connect with the well; or, at Lessee's option, to pay to Lessor one-eighth (1/8) part of the market value of such oil sold at the time of its production in the field where produced, and in this last event settlement shall be made by the Lessee by the fifteenth day of each month for the royalties for the preceding month.

SECOND: To pay the Lessor at the rate of one-eighth of the proceeds payable monthly for the gas from each well, where gas only is found, while the same is being used off the premises, and the Lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling on said land by making his own connections therewith.

THIRD: To pay to the Lessor for gas produced from any oil well and used off of the premises, at the rate of one-eighth of the proceeds for the time during which such gas is being used, said payment to be made each month in advance.

If the Lessee shall operate any such well for casing-head gas, then the Lessor shall receive as royalty thereon one-eighth (1/8) part of the market value in the field of the casing-head gas so saved, in addition to the royalty to which he may be entitled from the oil produced from any such well.

FOURTH: The Lessee shall have the right to use, free from royalty, oil and gas produced from said land in drilling and operating thereon, and also water from wells other than those of Lessor.

When requested by Lessor, the Lessee shall bury pipe lines below plow depth.

The Lessee shall pay for damage caused by drilling to growing crops on said land.

The Lessee shall not be bound by any change in the ownership of said land until duly notified of any such change, either by notice in writing, duly signed by the parties to the instrument, or by receipt of the original instrument of conveyance, or of a duly certified copy thereof.

If the Lessor owns a less interest than the entire undivided fee simple as to the said land, then the royalties and rents herein provided shall be paid to the lessor only in the proportion which his interest bears to the entire and undivided fee.

If the Lessee shall have commenced to drill a well within the three years term of this lease, or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and despatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if the well had been completed within such three years' term.

On the termination of this lease from any cause, the Lessee shall have the right at any time to remove all machinery, fixtures, and property by him placed on said premises, including the right to draw and remove casing, and all machinery fixtures, and property and casing on said premises shall remain the property of the Lessee.

FIFTH: The Lessee pays to Lessor the sum of \$1.00, receipt of which the Lessor acknowledges, and Lessee contracts to pay to Lessor \$110.00 on the 22nd day of September A. D. 1923, and \$110.00 on the 22nd day of September, A. D. 1924. And if the Lessee shall fail to make either of said payments, then and upon such default, at the option of the Lessor, this lease shall end.

Notwithstanding the term of three years before specified, the Lessee shall