

8. If the mining or stripping operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of \$500.00 in the manner hereinafter provided, as advanced royalty, which payment or tender of advanced royalty shall operate as a rental for one month from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said mining or stripping operations for and during the said period.

In like manner and upon like payments or tenders of advanced royalty, the commencement of mining or stripping operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessor expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid, and substantial consideration, and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the payments hereinbefore provided for. All payments due hereunder may be paid by lessee's check mailed, postage prepaid, to lessor at Collinsville, Okla., or to the bank hereinbefore mentioned, or its successors, for lessor credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessor to accept all payments and royalties herein provided for, and the same shall continue as a depository of such royalties or payments during the life of this lease regardless of changes in the ownership of said land or said payments or royalties.

10. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof. If said lessor owns a less interest in the above described land than the entire and undivided fee simple stated therein, then the royalties herein reserved shall be paid to the said lessor only in the proportion which his interest bears in the whole and undivided fee.

11. The lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered thereby.

12. Lessee shall pay for damages, caused by his operations, to growing crops on said land, except crops destroyed by removal of soil in stripping.

13. In case of failure of lessee to keep and perform the terms of this lease, lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessor, which remedy shall be exclusive, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease.

14. The lessee may at any time, if he desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice, and thereupon he shall be relieved from all obligations hereunder with like effect as if this lease had not been made, by executing and recording at lessee's expense a proper release of this mining lease.

15. The terms and conditions of this lease shall be binding upon and inure to the heirs, legal representatives and assigns of the parties hereto.

16. All advanced royalties paid under this lease will be applied against the first royalties due for coal mined and sold from this lease.