

for like periods, successively during the term of this lease: Lessor expressly declared 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 lessors 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. Lessors hereby warrant and agree 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 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 benefit of 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.

Mining or stripping operations shall not be deemed commenced until lessee shall have moved a steam, electric, or other mechanically operated shovel on said premises.

For the first six months coal is being mined from said premises lessee agrees to pay as advance royalty an additional sum equal to the royalty above specified, which advance royalty shall be credited on the royalty thereafter due until the sum so advanced shall be absorbed.

The lessee shall so conduct said operations as not to cover in any substantial manner the unstripped land with the overburden from the stripped land, provided that this provision shall not apply to lands where the overburden is twenty feet or more in