

eight(1/8th) part of the net proceeds realized from the sale of all gas or casinghead gas produced and sold.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid said lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon except water from the wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the home or barn now on said premises, without written consent of lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

In the event a well is drilled producing gas only, Lessor shall have gas free of any cost from any such well for all stoves and inside lights in the principal dwelling house located in the southeast quarter (SE $\frac{1}{4}$) of section 36, township 19, range 12, during the life of such well provided he shall make his own connections with the said well or wells at his own risk and expense.

If the estate of either party hereto is assigned-- and the privilege of assigning in whole or in part is expressly allowed-- the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, not no change in the ownership of the land or assignments or rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part of said lands upon which the said lessee or any assignee thereof shall make due payment or said rental.

Lessor hereby warrants and agrees to defend the title to the 30-foot strip of land herein described, and agrees 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.

Lessee is further given the privilege of ingress and egress over the said lots five (5) and eight (8) for the purpose of its drilling operations and all operations under this lease, and shall have the right to set dead men and guy wires over into and upon the 300-foot strip lying Easterly from the 30-foot strip herein leased, if its operations make same necessary and the lessee agrees to divert all slush, black sediment, and refuse in a Westerly direction from said 30-foot strip, and shall not divert the same in an Easterly direction therefrom.

Lessee is further given a tank site at the Southwest corner of lot eight (8) on the premises of lessor for the erection and use of such tankage as may be proper in the operation of said leased premises.

IN TESTIMONY WHEREOF WE SIGN, this the 30th day of August, 1922.

J.F. Kirkpatrick