

and saved from the leased premises except that used for fuel; the lessee may purchase the oil and gas so delivered into the pipeline to the credit of lessor, at the market price being paid in the field at the time and day of delivery.

(5) If operations for the drilling of a well for oil or gas are not begun on said land on or before the 24 day of July, 192<sup>3</sup>, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or deposit to the credit of Phillip Brown in the State National Bank of Eufaula, Oklahoma, or its successor, said bank to continue as the depository regardless of changes in ownership of the land, the sum of \$160.00 dollars as rental, which payment or tender may be made by the check or draft of the lessee, and however made shall operate to confer on the lessee the privilege of deferring the commencement of such well for 12 months from said date. Provided, however, default in such payment or any subsequent payments shall not operate to terminate said lease until lessor gives lessee notice in writing thereof, and the payment of such rent within fifteen (15) days from receipt of such notice, shall continue said lease in full force. Thereafter, in like manner and upon <sup>like payments</sup> ~~the~~ payments or tenders of said amount, the commencement of said well may be further deferred for additional periods of 12 months successively for said term of five years. The commencement of a well shall operate to suspend all rental payments and the completion of a paying well shall operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease. Should the first or any subsequent well drilled, prior to securing production, be a dry hole, then beginning 12 months from the next succeeding rental paying date after the completion thereof, the lessee shall resume the payment of rentals hereunder unless drilling operations are resumed; the failure to commence operations for drilling another well or to pay rental as herein provided shall terminate this lease as to both parties hereto.

(6) Lessee shall not be bound by any change in ownership of said land, or the assignment of the rentals or royalties thereon, until furnished with an abstract of the title to said land, prepared by a bonded abstractor, at least 30 days before said rentals or royalties are due, otherwise payment to the purchaser's predecessor in title shall bind such purchaser. If at the time of the execution of this lease, 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 shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

(7) The location of wells, and strata to which wells may be drilled, extent of operations, and all matters incident thereto, shall be only such as lessee deems best. Lessee shall be entitled to conduct operations under this lease on said lands, or any part retained by it, as an entirety, and to pay royalties due as a whole and not as to a particular part or portion thereof. When requested by lessor, lessee shall bury its lines below plow depth. No well shall be drilled nearer than two hundred feet of the house or barn now on said premises. Lessee shall pay for damages caused by its operations to growing crops on said lands. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that lessee shall have the right to assume any mortgage or lien on said land or any part thereof, and thereby become subrogated to the rights of said mortgage or lien holder and reimburse itself from any payments due lessor under this lease. It is further agreed and understood that there are no implied covenants binding upon lessee or lessor.

(8) As an additional consideration for the execution of this lease, and for the right to exercise all options by the lessee to continue this lease in force, lessee