

effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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 shall be paid the lessor only in 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 wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below a low depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

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

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.

If the estate or 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, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above describe 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 or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, 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.

Second parties agree to commence a well to be drilled to Wilcox Sand in NE $\frac{1}{4}$ NE $\frac{1}{4}$ 2- 16N, R 13-E, with in ninety days from date, unless oil or gas is found in paying quantities at lesser depth.

The said grantors hereby covenant and represent that the land described herein is not now and never has been used as a home and neither do we intend to use it as such.

In testimony whereof, we sign, this the 14th day of January, 1994.

W. R. Martin,
Pearl Martin,
J. S. Hopping,
A. D. Kennedy,
H. E. Kennedy.

State of Texas)
County of Hidalgo) SS
also)

Be it remembered, that on this 21 day of January, in the year of our Lord one thousand nine hundred and twenty 4, before me, a Notary Public, in and for said County and State, personally appeared W. R. Martin, and Pearl Martin, his wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that - - executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

(SEAL) Vera B. Newman, Notary Public.

My commission expires June 1, 1925.

Hidalgo County, Texas.