

expiration of this lease to the party of the first
 part or to whomsoever shall be lawfully entitled
 thereto, in as good condition as when received,
 ordinary wear and tear in the proper use of the
 same for the purposes hereinbefore indicated and
 unavoidable accidents excepted, and not to remove
 therefrom any buildings or improvements
 erected thereon during said term by the party
 of the second part, but such buildings and im-
 provements shall remain a part of the land and
 become the property of the owner of the land
 as a part of the consideration for this lease in
 addition to the other considerations herein specif-
 ied, except engines, tools, boilers, boiler-houses
 and machinery which shall remain the prop-
 erty of the party of the second part; that he
 will not permit any nuisance to be maintain-
 ed on the premises and that he will not use
 the premises for any other purpose than that
 authorized in this lease nor allow them to be
 used for any other purpose and that he will not
 assign, transfer or sublet this lease or any portion
 of the said premises without the written con-
 sent of the lessor, and he further agrees that he will
 permit the lessor, his agents or representatives
 from time to time to enter upon and inspect the
 said premises and that he will keep an accurate
 account of all mining operations, showing the whole
 amount of minerals mined or removed and make
 report thereof to the lessor every month, and he
 further agrees that all sums due as royalty
 shall be a lien on all the implements, tools, mov-
 able machinery and other personal chattels used in
 said prospecting and mining operations, and upon
 all the minerals obtained from the said land
 as security for the payment of said royalties.

He further agrees to make a reasonable and
 bona fide effort to find and mine coal and asphalt in
 paying quantities as herein required of him, and if
 such effort is unsuccessful, he may, with the consent