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successors, which shall continue as the depository regardless of change in the ownership of said lands the sum of Three Hundred and Twenty (\$320.00) Dollars, which shall operate as a rental and cover the privileges of deferring the commencement of a well for 12 months from said date in like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively, and it is understood and agreed that the considerations first resited herein, sherein, the down payment covers not only the privilege granted to the date when said first rental is payable as aforesaid, but but also the lessees option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if the second well is not commenced on said land within twelve months from the expiration of the last rentals period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinafter provided, and it is agreed that upon the resumption of the payments of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the payment of rentals.

If the said Lessors own 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 the said lessor only in proportion which their 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 all operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury all pipe lines below plow depth.

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

Lessee shall pay for all damages caused by all operations to growing crops on said land;

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

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, but no change in the ownership of the lands or assignments of rentals or Royalties shall be binding on the lessee until after the lessee has been notified and 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 of the above described lands and the assignee or the assignees of such part or parts shall fail or make default in the payment of the proportional part of the rents due from him or them, such default not operate to defeat this lease on so far as it covers a part or parts of said lands upon 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 to the extent of the respective interest of each lessor herein and agrees that the lessee

shall have the right at any time to redeem for the lessor, by the payment of any mortgages, taxes or other liens on the above described lands and in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof in the event any mortgagee shall sign as lessor herein the said signature shall constitute a release of the working interest in the oil and gas rights in said lease and said mortgagee shall hold only the Royalty interest.