

gas so used. If such gas and vapors are sold and gasoline be not produced therefrom by the lessee he shall pay as royalty one-eighth of the proceeds of the sale thereof.

6. If operations for the drilling of a well for oil or gas are not begun on said land on or before the 9th day of February, 1925, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or for the lessor's credit in the - - - Bank at - - -, or its successors, which bank and its successors are the lessor's agent and shall continue as a depository of any and all sums payable under this lease regardless of change in ownership of the land, the sum of \$\_\_\_\_\_ as rental, which payment or tender may be made by the check or draft of the lessee and how ever made shall operate to confer on the lessee the privilege of deferring the commencement of such well for - - - months; 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 rental within fifteen days from the receipt of such notice shall continue said lease in full force. In like manner, and upon like payments or tenders of said amount the commencement of said well may be further deferred for additional periods of \_\_\_\_\_ months successively for said term of ten years. The commencement of operations for the drilling of a well shall operate to suspend all rental payments and the completion of a well from which oil and gas, casing-head gas, casing-head gasoline or any of them is or can be produced shall operate as a full liquidation of all rentals hereunder during the remainder of the term hereof. Should the first or any subsequent well drilled prior to securing production be a dry hole the lessee may continue said lease in full force and effect by resuming the payment of rentals hereunder at the rental date occurring twelve months from the next succeeding rental date after the completion thereof, or by the commencement within said time of another well or wells on said land.

7. The 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 a abstract of title to said land prepared by a bonded abstractor at least thirty days before said rentals or royalties are due, otherwise payment to purchaser's predecessor in title shall bind such purchaser. Notwithstanding the death of the lessor or his successors in interest the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person. 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.

8. The location of wells and the strata to which wells may be drilled, the extent of operations and all matters incident thereto shall be only such as lessee in the exercise of his business judgment deems best. The lessee shall be entitled to conduct operations under this lease or any part thereof retained by it as an entirety and to pay the royalties due as to the whole thereof, or the part thereof retained by it. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise or otherwise or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts. When requested by lessor, the lessee shall bury its lines below plow depth. The lessor hereby warrants and agrees to defend the title to said premises and grants the lessee the right to purchase or pay any mortgage or other lien on said land or any part thereof and thereby become subrogated to the rights of said mortgagee or lien holder and may also reimburse itself from any rentals or royalties accruing hereunder. It is further agreed and understood that there are no implied covenants binding upon the lessee or lessor and that no such covenants shall be imposed upon the lessee.

9. It is understood and agreed that all considerations recited herein, cover not only