

payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense..

COMPARED

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of - - - or a royalty of one-eighth (1/8) payable monthly at the prevailing market rate.

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 for shall be paid the said lessor only in the 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 its operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury its pipelines below plow depth.

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

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

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 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 land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been 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 part or as to parts of the above described 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 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, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, 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.

It is expressly agreed and stipulated by the parties to this instrument that it is to be optional with the lessee herein, or its assigns, to either drill said proposed well or wells as hereinafter set out or forfeit this lease.

A further consideration for this lease is the agreement on the part of the lessee to commence within 30 days from the date hereof the drilling of a test well for oil and/ or gas at some location not more than 330 feet from the above leased premises and to drill said well to and into what is commonly called the "Wilcox Sand", unless production in paying quantities shall have been had at lesser depth. It is further agreed that within 60 days from the completion of said above proposed well, lessee will commence the drilling of a well upon the above leased premises and continue said drilling with reasonable diligence until the said "Wilcox Sand" shall have been tested, unless production of oil and/ or gas be had in paying quantities at lesser depth. In no event shall this lease remain in force for a longer period than 12 months from the date hereof unless oil and/ or gas shall have

been developed on said leased premises during that time.  
IN TESTIMONY WHEREOF WE SIGN. This the 12 day of April, 1924

W. H. Darragh, Harold J. Orr  
Lina B. Darragh

L. A. Hull  
E. L. Orr