

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 consideration first recited herein, the down payment covers not only the privilege, granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

COMPARED

Should the first well drilled on the above described land be a dry hole, then and in that event if a second well is not commenced on said land within twelve months from the expiration of the last rental period for 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 hereinbefore provided. And it is agreed that upon the resumption of the payment 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 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 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 his operations thereon, except water from the wells of lessor.

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

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

484

Lessee shall have the right at any time to remove all machinery and fixtures places 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 apart or as to parts of the above described lands and the assigns or assignees of such part or parts shall fail or make default to 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 the subrogated to the rights of the holder thereof.

All drilling operations shall be carried on in a workmanlike manner.

The premises above referred to as being, in addition to the land herein leased, covered by said Six (6) leases herein mentioned, are the following;

The North Half ( $N\frac{1}{2}$ ) of Lot Three (3) in said Block One (1) owned by May Garrett;

The South Eighty-two and a half ( $82\frac{1}{2}$ ) feet of Lot Two (2) in said Block One (1) owned by W.L. Cowart;

The Northeast Seventy-five (75) feet by One Hundred Fifty (150) feet of Lot four (4) in said Block One (1), owned by H.W. Mabry;