

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.

3rd: To paylessor 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 $1/8$ th of the gross proceeds, for the time during which such gas shall be used, payable quarterly, or a royalty of one-eighth ($1/8$) payable monthly at the prevailing market rate.

If no well be commenced on said land within ten (10) days after completion of the well now being drilled on lot 9, block 2, E Vern Sub-division #2, this lease shall terminate as to both parties, and lessee agrees to immediately file a proper release of this lease.

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 his 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.

No well shall be drilled nearer than 50 feet to the house or barn now on said premises, without written consent of lessor.

Lessee shall pay for damages caused by his 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 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 assignment 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 a 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 then, 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 right of the holder thereof.

Time is the essence of this contract and notwithstanding the terms hereinabove specified unless well is commenced upon this property within ten (10) days after the