

injuries to the person or property of said first party arising out of the use of said gas.

Fifth. Said second party shall have the privilege of excavating drilling or boring for water, and of using sufficient water, wood, gas or oil from the premises herein granted to run all machinery for the prosecution of said business on this and adjoining premises operated jointly as one property.

Sixth. Second party shall have free pipe line right of way over the above described land, and any other property owned and controlled by the party of the first part, together with the right of ingress and egress for the purpose of laying, maintaining, operating and removing said pipe line and appliances used in connection therewith, but second party shall bury, when requested to do so by the party of the first part, all oil and water lines used to conduct oil, gas or water over said premises.

Seventh. The second party shall have free use of the land herein conveyed for the purpose of erecting and maintaining such tankage as may be necessary for the caring for of oil produced by said second party.

Eighth. All rents and royalties due or to become due under the terms of this instrument may be paid to the party of the first part in person, or by check of second party deposited in the United States mail for transmission to party of the first part in person or by check of second party deposited in the United States mail for transmission to party of the first part at the postoffice address of Owasso, Oklahoma. Date of so depositing in mail shall be taken as true date of payment and payment so made shall be binding notwithstanding party of the first part shall have sold, transferred or otherwise conveyed or disposed of said premises or his right to such rentals or royalties, in whole or in part, until ~~actual~~ ^{actual} notice of such change in ownership is given to the party of the second part in writing signed by party of the first part and his grantee, grantees or assigns, after the giving of such notice such payment may be made to such grantee, grantees or assigns, in the same manner and with like effect as above provided, said check being deposited in the United States mail to such grantee, grantees, or assigns, at the postoffice address to be designated in the above written notice.

Ninth. Party of the first part shall pay and discharge all liens, taxes, and assessments, charges and encumbrances that are now against or that may hereafter accrue, be levied or assessed against said premises before the same have become delinquent, and failing so to do, party of the second part is hereby authorized to advance, but is under no obligation so to do, funds necessary to pay and pay off and discharge the same, and, in such event, it shall have a lien upon said premises and all the rentals and royalties accruing hereunder to secure such advancement or advancements, and may retain such royalty and rentals and apply the same on such advancement or advancements until the same is or are discharged and satisfied in full.

Tenth. It is further provided that if oil or gas in paying quantities shall be found and the party of the second part should conclude that it does not desire to ^{operate} longer under this lease, then the right is conferred to surrender the same and such surrender may be made by executing a release and filing it in the office of the register of deeds of the county in which the land is located and giving notice thereof to the party of the first part, his successors or assigns, in writing, deposited in the United States mail at Tulsa, Oklahoma at the postoffice address furnished in accordance with the provisions of paragraph eight hereof. Party of the second part shall have, during the life of this grant, and within sixty days after the termination hereof, from any cause, voluntary or involuntary, the right to remove all buildings, structures, pipes,