

to make payments to other parties and that all payments so made to first parties shall be binding upon their successors in title until such written request is served upon second party.

10. Second party shall have the right at any time either before or for one year after any termination or abandonment of this grant to remove any and all buildings, fixtures, appliances, machinery, equipment, and personal property placed by him or his assigns on the said premises.

11. If first parties shall during the life of this grant fail to pay any taxes or other liens or incumbrances upon or against the said premises second party shall have the right to pay the same, and deduct the amount thereof from any payments due or to become due first parties hereunder. First parties hereby release and waive the benefit of all rights under and by virtue of the homestead exemption laws of the state of-----

12. It is expressly declared by first parties that this is not a license or lease of the above described premises, but a conveyance of the oil and gas thereunder upon the terms above recited, and that for the consideration first above named they hereby give to second party the express right to continue this conveyance in full force and effect, from quarter to quarter after the time above named for the commencing of operations thereon, by the payment of the Eighty 00/100 dollars per annum, payable quarterly in advance as above provided for; but this right shall not be exercised by second party after ten years from the date hereof, if within that time oil or gas is not found on the said premises in paying quantities, but, if so found, this instrument and grant shall continue in full force and effect so long as oil or gas is produced from the said premises in paying quantities.

13. When second party shall have once drilled upon the said premises the extent of future operations thereon shall be such only as second party in his business judgment deems best. But when ever a well producing oil and gas or either of them in such quantities as to make it a paying investment, is drilled in on adjoining property and within three hundred feet of the line of the above premises, second party shall within thirty days after its completion commence a well to off set the same or forfeit the undrilled portion of the premises, save only ten acres in square form about each well, if any, drilled on the premises, the well as nearly as possible in the center thereof.

14. There are no covenants or agreements express or implied between the parties hereto save only such as are recited herein.

15. This grant and all the terms thereof shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

Second party agrees when so requested to convey by tile or otherwise to nearest ravine or draw any salt water produced or thrown out of any well or wells that he is not able to shut in also second party agrees to use all possible means, consistent with the management of the wells to avoid the discharge of salt water or oil upon growing crops when blowing the wells or drips.