

Third. Should oil be found upon said premises in paying quantities, the party of the second part hereby agrees to and shall pay to the party of the first part, out of the proceeds of all oil produced and saved from said premises, the one eighth part of said proceeds as royalty, but is under no obligation to find a purchaser for such oil, at the annual rate of two hundred (\$200.00) dollars, payable quarterly in advance for the gas from each well while said gas is being piped and used off said premises, together with the privilege of said party to pipe and use gas from said well or wells to heat and light one dwelling house on said premises so long as party of the second part continues to pipe and use said gas from said well, said party making their own connections, but said second part does not guarantee against a deficient supply of gas for said dwelling by pumping said well or wells, or otherwise, nor shall it be liable for any injury or injuries to the person or property of said first part 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, gas or oil from the premises herein granted to run all machinery for the prosecution of said business on this and the original allotment of Sonoma Bullette.

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 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 purposes of erecting and maintaining such tankage as may be necessary for the caring for of oil produced by said second part.

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 part of the first part at the postoffice address of Tulsa, 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 its right to such rentals or royalties, in whole or in part, until actual notice of such change in ownership is given to the part of the second part in a writing signed by party of the first part and their 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.