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(d) When all 40 acre legal subdivisions contiguous to the outer perimeter are released hereunder, the same formula shall apply to 40 acre legal subdivisions contiguous to those already released under this part.

(e) The payments made hereunder shall reduce the purchase price without deferring or reducing any future payments.

In the event first party shall fail or refuse to deliver within 30 days a good and sufficient Warranty Deed unto second party under the terms and conditions of this acre release provision, then in such event first party makes, constitutes, empowers, and appoints The Jackson State Bank as his true and lawful attorney in fact, and does hereby authorize his said attorney in fact to execute such document or documents, in his name and stead to convey a good and sufficient Warranty Deed unto second party, under this acre release provision, hereby vesting the said Jackson State Bank with full and complete power to act in the premises in his name and stead as fully and amply as first party may do himself.

Provided, however, in the event of failure, termination, or this contract being declared void, the property conveyed or that should be conveyed under this acre release provision shall be removed from the effects of any failure, termination or voiding of this contract, and first party shall have no interest nor claim thereupon.

6.

Subject to one-half, beneficial interest only, in and to the royalties, profits and earnings of the mineral rights of the above described premises, as stated in the reservation contained in the Warranty Deed prepared herewith, and retained by former grantor.

7.

Second party does hereby agree that it shall not in any way impair the water right of the adjacent lands to the hereinabove described property belonging to Mildred Bosone and to maintain the same in as good condition as now existing on the property.

8.

This agreement shall be binding upon and inure to the benefit of the