

and nothing herein contained shall be deemed, as between the parties hereto, to obligate Assignee, or Assignee's successor in interest in said lease, to drill for, produce or market oil, gas or other hydrocarbon substances from the above described land or to continue the production therefrom for the benefit of Assignors, and Assignee is hereby granted the right to release, forfeit and surrender the above described lease, either in whole or in part, and upon the happening of such event shall thereupon be fully relieved, released and discharged from all liability to Assignee hereunder and under said lease to the extent it shall have been surrendered, provided, however, that nothing herein contained shall be construed as constituting a personal obligation on the part of Assignee to Assignors to pay all or any portion of said overriding royalty to Assignor except out of the stated portion of the production from said lands and lease or out of production allocated thereto under any cooperative or unit plan of development herein mentioned.

For the same consideration, Assignors covenant with and warrant to Assignee, its successors, legal representatives and assigns, that said lease is a full seven-eighths (7/8) lease, that said lease is valid, subsisting and in full force and effect, that same is free and clear of all liens and encumbrances not specifically set forth herein, that all rentals and royalties payable thereunder have been duly and timely paid, that Assignors are not in any wise or manner in default thereunder, that Assignors are the lawful owners and holders of said lease insofar as same covers the above described land, that they have full right, power and authority to assign and convey the same, and that Assignors will warrant and forever defend the title thereto unto said Assignee, its successors, legal