

"Grantor hereby expressly saves, reserves and excepts out of the grant hereby made; unto itself, its successors and assigns forever, all ores and minerals including but not limited to oil, gas, coal, distillates and condensates in and under said land. Top soil, sand, fill dirt, ground water, and other commonly occurring substances are expressly excluded. Notwithstanding the foregoing and notwithstanding any other legal or equitable right or remedy now existing or hereafter enacted or created, Grantor hereby agrees, for itself and for its successors and assigns, that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until the Grantor or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights."

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land together with all the rights, privileges and appurtenances thereunto belonging unto it, the said party of the second part, its successors and assigns, to their only use and behoof forever, subject to the terms and provisions set out hereinabove.

And the said party of the first part, for itself, its successors and assigns, covenants to and with the said party of the second part, its successors and assigns, that it is seized of said premises in fee and has a lawful right to convey the same in fee simple; that the same is free and clear of all encumbrances, except for the terms and provisions as set out hereinabove, and that it hereby warrants and will forever defend the title to the same against the lawful claims of all persons whomsoever.