

Jennie Hickory and Tom Hickory her husband, to-wit : an undivided one half interest in and to the land hereinbefore described, in fee simple, in the said grantee I.L. Lewis with all the warranties, covenants and conditions as shown in and by the said deed of conveyance .

Certificate of True Copy .

N.J. Gubser

Judge of the County Court

State of Oklahoma, Tulsa County , SS

I, N.J. Gubser Judge of the County Court in and for the County and State aforesaid do hereby certify that the instrument hereto attached is a full, true and correct copy of an order as the same now appears of record in this office .

Witness my hand and the seal of said Court at Tulsa, Oklahoma this 6 day of Oct 1908

COURT SEAL

N.J. Gubser Judge of the County Court .

Filed for record Oct 6 1908 at 4:35 P.M. H.C. Walkley Reg of Deeds (SEAL)

COMPARED

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AGREEMENT . Made and entered into the 23rd day of September A.D. 1908 by and between C.H. Hahnemann (care F.W. Geier) of Pittsburg Kansas (Route No 1) party of the first part, lessor and The Prairie Oil & Gas Company a Kansas Corporation, party of the second part, Lessee.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, has granted demised, leased and let and by these presents does grant, demise lease and let unto the said ^{second} party of the second part, its successors or assigns, for the sole and only purposes of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products all that certain tract of land situate in the County of Tulsa State of Oklahoma described as follows, to-wit :-

Lot No 3 and the south 25 acres of Lot No 4 of section One Township 16 N range 13 E and containing 79.95 acres more or less .

It is agreed that this lease shall remain in force for the term of Five years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors ~~and~~ or assigns . In consideration of the premises the said party of the second part covenants and agrees .

1st . To deliver to the credit of the first part his heirs or assigns, free of cost in the pipe line to which it may connect its wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises .

2nd. To pay to first party One Hundred and fifty Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost to heat three stoves in dwelling house on said premises during the same time .

3rd . To pay to first party for gas produced from any oil well and used off the premises at the rate of Ten dollars per year for the time during which such gas shall be so used , said payments to be made each three months in advance .