

*Agreement*

AGREEMENT, Made and entered into this 27th, day of October, 1908, by and between W. M. Nance and Alice M<sup>y</sup> Nance, his wife, of County, of Tulsa, State of Oklahoma, party of the first part, and W. S. Mowris, of Tulsa, Oklahoma, party of the second part,

WITNESSETH: that the said party of the first part for and in consideration of the sum of One Dollar to <sup>o</sup> 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 herein<sup>contained</sup> after contained on the part of the said party of the second part, to be paid kept and performed, has granted, demised, leased and let, and by these presents do<sup>th</sup> demise, grant, lease and let unto the said party of the second part, his heirs, executors, administrators and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, all that certain tract of land situate in Tulsa County and State of Oklahoma, described as follows to wit:

North West quarter of the North West quarter of Section Twenty Five, Township Seventeen North, Range Thirteen East ( NW<sup>1</sup>/<sub>4</sub> of NW<sup>1</sup>/<sub>4</sub> 25-17-13) containing Forty (40) acres, more or less, hereby releasing and giving all right under and by virtue of the homestead exemption laws of this state, reserving, however, therefrom Three Hundred (300) feet around the buildings on which no well shall be drilled by either party except by mutual consent.

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 <sup>or either of them can be</sup> is produced therefrom by the party of the second part his heirs, executors, administrators and 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 he may connect wells the equal one eighth part of all oil produced and saved from the leased premises:

And 2nd. To pay \$150.00 Dollars per year for the gas from each and every well drilled on said premises that produces gas only, the product from which is marked and used off the premises said payment to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter while the gas from said well is so used. First party may have the privilege of using gas for one house by making his own connections to a well on this lease as long as second party may operate the well, care being taken not to waste.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. and further to complete a well on said premises within Six Months from the days hereof, or pay at the rate of One Dollar per acre per year in advance, for each additional month such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payment may be made direct to the lessor or deposited to his credit in the Farmers and Merchants Bank of Bixby, Oklahoma.

IT IS AGREED, That the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery, casing pipe and fixtures placed on said premises; and further upon the payment of One Dollar, at any time, by the part of the second part, his heirs, successors or assigns, to the party of the first part, heirs, successors or assigns, said party of the second part his heirs, successors or assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.