

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 17th, day of October, A. D. ,1908, by and Between Daniel S. Warren and Cora M. Warren, his wife of Vinita, Oklahoma, parties of the first part, lessors, and THE PRAIRIE OIL & GAS COMPANY, a Kansas Corporation, party of the second part, lessee.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of one dollar to them 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, have granted demised/ leased and let, and by these presents do grant, demise, lease and let unto the said second party, its successors <sup>or</sup> and assigns, for the sole and only purpose 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:

The East Half of the South east Quarter of Section Two, Township 16 N., Range 13 E., and containing 80 acres more or less.

It is agreed that this lease shall remain in force for a 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 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 parties their 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 parties 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 parties to have gas free of cost <sup>to heat three stoves in the living house on said premises</sup> during the same time.

3rd. To pay to first parties 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.

The party of the second part agrees to complete a well on said premises within one year from the date hereof or pay at the rate of forty Dollars in advance for each additional six months 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 rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water produced on said land for its operations thereon, except water from wells of first parties.

When requested by first parties, the second party shall bury its pipe lines below plow depth. No well shall be drilled nearer than 300 feet to the house or barn on said premises./

Second party shall pay for damage caused by it to growing crops on said land.

The second party shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove casing.

All payments which may fall due under this lease may be made direct to parties of the first part or deposited to their credit in the Vinita National Bank, Vinita, Okla.

The party of the second part, its successors or assigns, shall have the right at any time on the payment of one dollar, to the parties of the first part their heirs or assigns,