

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 to heat three stoves in dwelling house on said premises 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 (\$10.00) 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 eighty (\$80.00) Dollars in advance for each additional Six (6) 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 <sup>produced</sup> 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 damages caused by it to growing crops on said land.

The party of the second part 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 William M. Nance Bixby, Oklahoma, or deposited to his credit in Farmers and Merchants Bank, at Bixby, Oklahoma.

The party of the second part, its successors or assigns, shall have the right at any time on payment of One (\$1.00) Dollar to the parties of the first part, their heirs or assigns, 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.

All covenants and agreements herein set forth <sup>between the parties hereto</sup> shall extend to their successors, heirs, executors, administrators and assigns.

WITNESS: the following signatures and seals:

WITNESS:

Henry Hornecker

A. T. McGrory

William M. Nance (SEAL)

Alice M. Nance (SEAL)

THE PRAIRIE OIL & GAS COMPANY.

By J. E. Oneil, Vice-President.

STATE OF OKLAHOMA, )  
: SS.  
COUNTY OF TULSA. )

On this 20th, day of October, A. D. 1908, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William M. Nance, and Alice M. Nance, husband & Wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Henry Hornecker, Notary Public.

(SEAL) My commission expires Aug. 2, 1910.

Filed for record at Tulsa, Okla., Dec. 12, 1908, at 11 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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