

pipe-line company that will run and take the greatest amount of oil from said land. That if at any time the general price of oil should fall below forty cents per barrel. Then the parties hereto shall mutually agree as to the sale of same before running any of said oil at said price. It is further mutually agreed that in case first party shall make a sale of its said lease on said land that then the balance remaining unpaid of said Sixty five Thousand Dollars shall become due and payable at once and be paid out of the proceeds of said sale direct to the second party. That the violation by either party hereto of any of the provisions of this contract shall operate as a violation of the whole and be considered as a rescission hereof and place the parties in the same status as to all their rights and remedies that they possessed with reference to the subject-matter hereof prior to the execution of same.

Witness our hands this 4th day
of December, 1907.

Creek Oil Company
Party of the first part.
By W. Thornburgh
M. S. Wilson
Their authorized agents.

Success Oil and Gas Company
Party of the second part.
By Franklin Miller
J. R. Dudding
Their authorized agents.