

My commission expires October 16th, 1924.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 14, 1922 at 3 O'clock P. M.

Book 411 Page 384

By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

206507

LB

CONTRACT

COMPARED

THIS CONTRACT made and entered into this 11th day of August, 1922, by and between R. L. HANCOCK, of Tulsa, Oklahoma, party of the first part and ARCHIE TADDER and W. L. CUNNINGHAM of Tulsa, Oklahoma, parties of the second part,

WITNESSETH: WHEREAS the said first party is the owner of and warrants the title to a good and valid oil and gas mining lease executed on July 16, 1922, by Walter M. Stunkard and Elizabeth Stunkard, his wife, as lessors and R. L. Hancock as lessee, covering the following described land to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of

Section 6, Township 18 N. Range 13 East, Tulsa County, Oklahoma;

said lease being recorded in Book 411, Page 103, in the office of the Register of Deeds of Tulsa County, Oklahoma, and,

WHEREAS said first party intends to drill and is drilling at this time a well for oil and gas on said land and intends to drill said well to what is known as the Wilcox sand unless oil or gas is found in paying quantities at a lesser depth, and,

WHEREAS said first party is in need of fuel for use in the drilling of said well and is willing to sell and convey to second parties by proper legal assignment an undivided one eighth interest in said lease with well completed, for gas to be used in said drilling, and

WHEREAS the said second parties are the owners of a lease producing gas in Section 1, Township 18 North, Range 12 East, in Tulsa County, Oklahoma, and are willing to furnish the gas to be used in drilling said well for said interest.

NOW THEREFORE for and in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is hereby agreed as follows:

1. Said first party hereby agrees and does assign by proper legal assignment, all of his right, title and interest in an undivided one eighth interest in and to said oil and gas mining lease to said second parties, said assignment to be delivered to them on the signing of this contract; and further agrees to drill a well for oil and gas on said lease in a good and workmanlike manner with due diligence, until the same is completed through the Wilcox sand, unless oil or gas is found in paying quantities at a lesser depth, and without any expense whatsoever to the said second parties.
2. Said second parties, in consideration of said first party assigning to them an undivided one eighth interest in and to said oil and gas mining lease, and the further consideration of said first party drilling a well at once and with due diligence for oil or gas upon the above described land through what is known as the Wilcox sand, without any expense whatsoever to said second parties, agree to furnish to said first party the necessary amount of gas to be used for fuel in the drilling of said well and for the heating of the bits and for lights.
3. It is further agreed that the said first party is to drill said well with due diligence and in a workmanlike manner until the well is finally completed, through what is known as the Wilcox sand, unless oil or gas is found in paying quantities at a lesser depth, and to furnish all casing and all other necessary expense for the purpose of drilling said well, at his own expense, and without any expense whatsoever to the said