

My Commission Expires Dec. 17, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma, July 20, 1922 at 4:45 O'clock P.M.

Book 411 Page 94

By F. Delman, Deputy.

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

204917 LB

AGREEMENT AND ESCROW CONTRACT.

THIS AGREEMENT, and escrow contract, made and entered into on this 19th, day of July 1922, by and between, R. L. Hancock, party of the first part and E. M. Thompson, and J. F. Murphy, parties of the second part: WITNESSETH: That, whereas, the party of the first part is the owner of an oil and gas lease covering the following described land, to-wit:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 18,
North, Range 13, East, Tulsa County, Oklahoma,

and is desirous of having a well drilled upon said land in accordance with the terms and conditions of the oil and gas lease covering the same; and, WHEREAS, the parties of the second part are desirous of drilling a well upon said land for an undivided one-fourth interest in and to said oil and gas lease; and, WHEREAS, the party of the first part, in order to get said well drilled upon said land, agrees with the parties of the second part to furnish the rig, tools and eight inch casing, and the party of the first part to drill said well to and into the Wilcox sand, the parties of the second part agreeing to pay all expenses for the drilling of said well, expenses to be moving in the tools, moving the casing, hauling of fuel and paying all labor and other necessary expenses. NOW, THEREFORE, for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the further consideration of the drilling of the oil and gas well, aforesaid, the party of the first part this day has assigned a one-fourth undivided interest in and to the oil and gas lease now held by him covering the aforesaid land. This escrow contract, together with the assignment herein mentioned, are this day placed in escrow in the Security National Bank of the City of Tulsa, Oklahoma, and there to be held by said bank until the terms and conditions of this escrow contract are fully performed and in that event the Security National Bank is herein and hereby directed to deliver to the parties of the second part the assignment herein mentioned, said assignment to be delivered to the parties of the second part when said oil and gas well shall have been drilled to and into the Wilcox sand. IT IS FURTHER AGREED, that in the event it becomes necessary to use six and five-eighths casing in the drilling of said well, then the parties of the second part hereby agree to furnish all such necessary casing. In the event that said well shall be dry, then the party of the first part is to have his eight inch casing and the six and five eighths inch casing shall be the property of the party of the second part. IT IS FURTHER AGREED, that the party of the first part shall stand all of the natural wear and tear of his said drilling tools in the drilling of said well. IT IS HEREBY EXPRESSLY AGREED, that the Security National Bank of Tulsa herein mentioned is the agent of both parties hereto to carry out the terms and conditions of this escrow agreement, but at the time said provisions shall be performed by said bank, such as delivering the assignment, it shall be the duty of the bank to notify both parties hereto and have them present when such assignment is delivered. IT IS AGREED, that the terms and provisions of this contract shall extend to and bind the heirs, administrators and assigns of all parties hereto. WITNESS, our hands the day and year first above written.