

IN WITNESS WHEREOF Said Exchange Trust Company has caused these presents to be signed by its (x) Vice President, and its corporate seal to be affixed this 24th day of October 1922.

Attest:

J. E. Glossop

Asst. Secretary

(CORPORATE SEAL)

Exchange Trust Company

By A. Nowlin

Vice President

State of Oklahoma Tulsa County, ss.

Before me Joe W. McKee a Notary Public in and for said County and State, on this 24th day of October 1922, personally appeared A. Nowlin to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Feb. 6th 1926

(SEAL)

Joe W. McKee, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 26, 1922 at 11:00 o'clock A. M. in Book 427, page 182

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

212231 C.J.

COMPARED

Page #1.

December 14, 1920.

We the undersigned to here by enter into an agreement where as Mr. H. C. Davis is to move on the 20 acre farm owned by Mr. F. O'Bryan E¹/₂ SE¹/₄ NE¹/₄ Sec 33, T. 19-R-122 for the purpose of going in the chicken business.

It is agreed that Mr. H. C. Davis is to pay no rent, but that all repairs to house, garage, etc. and the building of all chicken houses, fences, etc. are to be built on the 50-50 basis, that is Mr. H. C. Davis and Mr. F. O'Bryan are to each stand half of the expense.

It is further agreed that an honest account is kept of these expenditures, also sales of chickens, eggs, etc. and that all profits be equally divided between Mr. H. C. Davis and Mr. F. O'BRYAN.

It is also agreed that in case Mr. H. C. Davis and Mr. F. O'Bryan decide to raise cattle, hogs, etc. that it will be handled on the same basis.

It is further agreed that in Case Mr. F. O'Bryan decided to plant fruit trees, grapes, etc. on this place that he is to do so at his own expense, that is he is to personally pay for all trees, vines, etc. but that Mr. H. C. Davis is to help set out and cultivate them for which services he is to receive one-half of the fruit.

It is also agreed that in Case Mr. F. O'Bryan should decide to move out on this place that he shall cause to build and personally pay for, a suitable house for Mr. H. C. Davis *to live in. It is also agreed that when this contract ends and is not renewed that all buildings which have been built on this place, for which the expense was stood by both Mr. H. C. Davis and Mr. F. O'Bryan, that these buildings are to be left as standing, and that Mr. F. O'Bryan pay Mr. H. C. Davis a fair price for his share.*

THIS agreement is to be in effect for a period of five years, commencing January 1st, 1921 to January 1st, 1926.

In case this agreement has been carried out satisfactorily and profitable, Mr. H. C. Davis will have the privilege of renewing same.

Witness: Arthur Cory

Winley O'Bryan
H.C. Davis