

and The southwest ten and fifty seven hundredths
(10.57) acres of lot two (2) section thirty
(30) township twenty five (25) north, range
twenty one (21) east, in Craig County, Oklahoma,
containing 80.57 acres, more or less; and

Whereas- said premises are now occupied by persons claiming to own the same, and certain persons and corporations claim to own oil and gas mining rights therein, and

Whereas, parties of the first part desire to institute suit for the purpose of quieting title to said premises, and securing possession thereof; and

Whereas, party of the second part is desirous of purchasing said premises when parties of the first part secure title thereto and possession thereof;

Now, therefore, for and in consideration of the sum of one dollar (\$1.00 to each of the parties in hand paid by the other, the receipt of which is hereby acknowledged, and confessed, and of other good and valuable considerations, it is agreed by and between the parties hereto as follows: to-wit:

First: Parties of the first part agree to institute suit immediately by such attorney as may be designated by party of the second part, for the purpose of quieting title to said premises in them and securing possession thereof, and to use their best efforts in securing such information, evidence and data as they can, to be used to establish their claim to said premises.

Second: It is further agreed that when parties of the first part have successfully quieted their title in fee simple in and to said premises, and have secured possession thereof, and the time for an appeal has expired, that they will then execute, acknowledge and deliver a good and valid warranty deed, covering the above described premises, to said party of the second part, conveying said premises to said party of the second part at that time.

Third: For the same consideration, parties of the first part hereby release, surrender, sell and set over to party of the second part, all of their right, title, claim and interest in and to any and all proceeds, rents, profits, and improvements, from oil productions or otherwise, to which they may be entitled or now are entitled from said premises, whether paid to them or anyone whomsoever heretofore.

Fourth: It is further agreed that in the event said title is quieted in parties of the first part, as aforesaid, and said deed is executed, acknowledged and delivered, as aforesaid, that party of the second part shall thereupon pay to the parties of the first part therefor the sum of Five Thousand dollars (\$5,000.00) less any and all sums heretofore advanced by him to parties of the first part.

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

J. D. Groomer,
Lucile Groomer, nee Johnson, Parties of the first
A. D. Whitten. Part

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of November, A.D. 1922, personally appeared J. D. Groomer, and Lucile Groomer, to me well 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.