

of even date herewith made and executed by and between J. A. Shogren and B. McFarlane and F. W. Dye:-

The east half of the northwest quarter of section 13, township 18,
range 12 east, Tulsa County, Oklahoma,

which is now evidenced by a promissory note for \$2000.00 of even date herewith executed by the said J. A. Shogren and B. McFarlane, to the order of F. W. Dye due ninety (90) days from date.

State of Oklahoma }
Tulsa County } SS Before me, Anna C. McClure, a Notary Public, in and for said County and State, on this 2nd day of December, 1922, personally appeared Bruce McFarlane, and Bell McFarlane to me 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 use and purpose therein set forth.

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

My commission expires November 27, 1924. (SEAL) Anna C. McClure, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 2, 1922, at 11:25 A.M. and duly recorded in book 431, page 397, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

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CONTRACT.

This contract and agreement made and entered into on this 27th day of November 1922, by and between J. A. Shogren and B. McFarlane, parties of the first part, and W. M. Covey and Elmer Pelly, parties of the second part, witnesseth:-

That, whereas, said parties of the first part have heretofore on July 14, 1922, entered into a certain drilling contract with T. S. Watts and J. H. Caywood, covering among other lands the north half of the north half of the southwest quarter of section 13, township 18, range 12 east, Tulsa County, Oklahoma.

And whereas, said parties of the second part desire to acquire an interest in the rights of the parties of the first part under the terms of said drilling contract.

Now, therefore, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged the said parties of the first part hereby contract and agree to convey unto said parties of the second part all their right, title and interest in and to said land under and by virtue of the terms of said contract, except an undivided one-fourth interest in the oil and gas mining rights in and to said land under the terms of said oil and gas mining lease. And said parties of the second part for and in consideration therefor hereby contract and agree to immediately move drilling equipment and machinery upon said premises, and to begin drilling operations thereon on or before December 1, 1922, and to continue said drilling operations with diligence and complete a well on said premises to the depth of 750 feet, and fully equip said well to the tankage without expense to said parties of the first part, except that in the event oil or gas are found in paying quantities said parties of the first part hereby agree to contribute the sum of \$125.00 towards the payment for casing used in said well, said sum to be paid to said parties of the second part out of the proceeds of the one-fourth of the oil of said parties of the first part, and not otherwise.

It is further agreed by and between the parties hereto that said parties of the