

to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

COMPARED

My commission expires Oct. 13, 1923

(SEAL)

Ernestine B. English, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 12, 1923 at 1:00 o'clock P. M. in Book 434, page 640

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

222305 C. J.

AGREEMENT

COMPARED

This contract and agreement made and entered into this 31st day of January, 1923, by and between Ralsa F. Morley and Augusta M. Morley, his wife, of Tulsa, Oklahoma, hereinafter designated as Parties of the First Part and Emile Offenbacher of Tulsa, Oklahoma, hereinafter designated as Party of the Second Part:

WITNESSETH:

That, whereas, on the 20th day of November, 1922 parties of the First part executed to Sam Kornfeld a certain Oil lease situate in Tulsa County, Oklahoma and described as follows, to-wit:

SE 1/4 of the NE 1/4 of Section 29, Township 20 N, Range 13 E and containing 40 acres more or less, said lease being recorded in the Register of Deeds Office in Tulsa County, Oklahoma, in Book 426 at page 240.

and,

WHEREAS, said Oil and Gas lease contained a provision that the lessee shall commence a well on or before February 1st, 1923 on the above described tract of land, said well to be drilled to the Wilcox sand not exceeding a depth of 1850' unless oil or gas is discovered in paying quantities at a lesser depth and,

WHEREAS, said lease contained a provision that if no well be commenced on said land on or before the 1st day of February, 1923, said lease should terminate as to both parties unless the lessee on or before that date should pay or tender to lessor or lessor's credit in the Exchange National Bank at Tulsa, Oklahoma, or its successors, the sum of \$40.00 which should operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date, and,

WHEREAS, it is the desire of the parties to this agreement to amend these last two above mentioned provisions.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the covenants and stipulations hereinafter contained, it is agreed and understood by the Parties hereto that the two provisions last above mentioned contained in the above described lease shall be and are hereby amended to read as follows:

A- It is agreed by the parties hereto that the lessee shall commence a well on or before February 10th 1923 on the above described tract of land, said well to be drilled to the Wilcox sand, not exceeding a depth of 1850', unless oil or gas is discovered in paying quantities at a lesser depth.

B- If no well be commenced on said land on or before the 10th day of February, 1923, this lease shall terminate to both parties unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Exchange National bank at Tulsa, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$40.00 which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date.

IN WITNESS WHEREOF, Parties hereto have affixed their signatures the day and date