

TEXAS NOTARY PUBLIC  
 I hereby certify that I received \$ 20 and issued  
 Receipt No. 1689 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 5 day of April, 1923  
 WAYNE L. DICKER, County Treasurer

STATE OF OKLAHOMA  
 ss.  
 TULSA COUNTY

Before me, F. A. Singler, a Notary Public, in and for County and State on this 2nd day of April, 1923, personally appeared J. M. Burger and Lizzie Burger to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the date above written.

My commission expires Oct. 13, 1926 (SEAL) F. A. Singler-Notary Public  
 Filed for record at Tulsa, Tulsa County, Oklahoma, April 4, 1923 at 10:00 o'clock A.M. and recorded in Book 441 Page 136

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

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 COMPARED

326570-ACM

A G R E E M E N T  
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THIS AGREEMENT made at Pasury in the State of Ohio this seventh day of March 1923, between STANDARD TANK CAR COMPANY, a corporation duly organized under the laws of the State of Delaware, (hereinafter called "Vendor") of the one part, and the BELL OIL & GAS COMPANY, a corporation organized under the laws of the State of Delaware (hereinafter called the "Vendee") of the other part, WITNESSETH:

That the Vendor hereby agrees to sell to the Vendee and the Vendee agrees to purchase from the Vendor, the following railroad equipment and rolling stock to be built by the Vendor, to-wit:

Fifteen (15) 8,050 gallon capacity 50-ton truck insulated steel underframe tank cars, subject to inspection and approval by said Vendee or its authorized agents at the works of said Vendor at Pasury in the State of Ohio and lettered The Bell Oil and Gas Company, Tulsa, Oklahoma, and numbered T.B. O.X. 1990 to T.B.O.X. 1014, both inclusive, and also marked as hereinafter provided "Standard Tank Car Company, Owner".

The said Tank cars are to be delivered to the Vendee at the works of the Vendor above referred to on or before the first day of April 1923, next, subject to delays on account of accidents, labor strikes, fires and any other cause beyond the control of said Vendor, and for which said Vendor shall not in any manner or to any extent be liable. Said purchase and sale is made upon the following terms and conditions, to wit:

1. The Vendee shall have the right to inspect said cars when completed and for that purpose the Vendor shall notify the vendee in writing, of the fact of such completion of any of said cars and within ten (10) days thereafter the Vendee shall send an inspector, to said works for the purpose of inspecting the same, unless the same are so inspected within said ten (10) days from the giving of said notice, or if inspected the same shall be condemned by said inspector within three days after inspection, by notice in writing specifying the defects therein, the said cars shall be considered to be accepted.

2. The purchase price of said cars shall be paid as follows:

A cash payment of Twelve Thousand Five Hundred and no/100 (\$12,500.00) Dollars in gold coin of the United State of America, of or equivalent to the standard of weight and fineness, upon execution hereof, which said cash payment shall be made by sight draft by said Vendor on said Vendee; or on such party or parties as may be designated and agreed upon by said Vendor and said Vendee; and in addition to said cash payment, and upon execution hereof, said Vendee agrees to execute and deliver its negotiable promissory notes to said Vendor payable to the order of said Vendor, each of said notes for the sum of One Thousand Seventy and 55/100 (\$1070.55) Dollars, and payable in gold coin of the United States of