

Oklahoma, in Book 397 at Page 14, thereof, which said record is hereby referred to and made a part hereof as fully as though set out at length herein; and

WHEREAS, the said J. F. Sewweney acquired by warranty deed the fee simple title in and to Lot One (1) of Section Five (5), Township Eighteen (18) North, Range Thirteen (13) East, Tulsa County, Oklahoma, which said last described premises is covered by the aforesaid oil and has mining lease and has oil production thereon in paying quantities, and

WHEREAS, no rental is to be paid by party of the second part for the premises assigned to him by the assignment herein referred to until said production ceases on the premises now held and owned by the said J. F. Sweeney, and

WHEREAS, under date of March 8th, 1922, the said Myrtle Marlow, nee Hewlett, and W. A. Marlow, her husband, made acknowledged, executed and delivered a certain warranty deed to E. R. Minshall covering the following described land situated in the County of Tulsa, State of Oklahoma, to-wit: Lot Four (4) and the North Half (N/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Two (2), Township Eighteen (18) North, Range Thirteen (13) East, Containing Sixty (60) acres more or less, which said deed is duly recorded in the office of the County Clerk within and for Tulsa County, State of Oklahoma, in Book 391, at page 576 thereof, and

WHEREAS, the parties of the first part are the owners in fee simple, and are now and have been in possession of the above described premises since the 8th day of March 1922, subject to the aforesaid oil and gas mining lease and extensions thereof; and

WHEREAS, the Minshall Oil & Gas Company, a corporation, and T. S. Loffland, have this day made, executed, acknowledged and delivered unto the party of the second part, and assignment of the aforesaid oil and gas mining lease, insofar as it covers the last above described premises, which said assignment is duly recorded in the office of the County Clerk within and for Tulsa County, Oklahoma, in Book ___ at Page ___ 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:

Parties of the first part hereby ratify, confirm, approve and adopt the terms, stipulations, conditions and agreements in said oil and gas lease, a copy of which is hereto attached, made a part hereof and marked EXHIBIT A, as fully as though set out at length herein, as fully and completely as though he were a party lessor to said lease.

For the same consideration parties of the first part hereby represent and state that said oil and gas mining lease is in full force and effect and constitutes a good and valid and subsisting oil and gas mining on the premises last above described.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and date first above written.

E. R. Minshall
J. F. Sweeney
M. W. Thompson-
By Paul Ruedemann - Party of the Second
Part

Parties of the first Part.

STATE OF OKLAHOMA
COUNTY OF TULSA ss.

Before me, the undersigned, a Notary Public, in and for said County and State on