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COMPARED

CONTRACT.

It is hereby agreed, by and between John S. Hoff, party of the first part, and H. C. Jacobus, party of the second part,

Witnesseth: That whereas, the said party of the first part is the own^{er} of certain oil and gas mining leases covering the following described property, to-wit:

The southhalf of the northwest quarter section 14, twp. 19, range 13, ^{East} Tulsa County Oklahoma; the northwest quarter of the northwest quarter of sec. 14, twp. 19, range 13 east, Tulsa County, Oklahoma; and the northeast quarter of the northeast quarter of sec. 15, twp. 19, range 13 east, Tulsa County, Oklahoma; and the east half of the southeast quarter of section 11, twp. 19, range 13, east in Tulsa County, Oklahoma; and the west half of the southeast quarter of section 14, twp. 19, range 13 east of Tulsa County, Oklahoma; and the southwest quarter of sec. 14, twp. 19, range 13 east in Tulsa County, Oklahoma; and the north half of the northwest quarter of sec. 23, twp. 19, range 13 east, and the northeast quarter of the northeast quarter of sec. 22, twp. 19, range 13 east, and the southeast quarter of the southwest quarter of sec. 15, twp. 19, range 13, east, Tulsa County, Oklahoma,

And, whereas, said party of the first part has assigned to party of the second part a three-sixteenth (3/16) interest in and to all his right, title and interest in and to said oil and gas mining leases covering the property described above.

Whereas, the party of the first part has been paid a good and valuable consideration by party of the second part to put down a well in the northwest corner of the southeast quarter of the northwest quarter of sec. 14 twp. 19, range 13 east, in Tulsa County, Oklahoma, and whereas the party of the first part is now drilling a well on said block of leases.

It is hereby mutually agreed by and between the parties hereto that said well shall be drilled with all reasonable dispatch down to what is known as the "Turkey Mountain Sand" unless oil or gas is discovered in paying quantities at a lesser depth.

It is further mutually agreed and understood, between the parties hereto that in the event said well proved to be dry, that there is no further obligation to be carried out by either of the parties hereto.

It is further mutually agreed by and between the parties hereto that in the event oil or gas is discovered either before the reaching of the said "Turkey Mountain Sand", or in the said "Turkey Mountain Sand", in paying quantities, then the parties hereto shall each bear an equal proportion of the cost of the equipping of said well, including casing, pumping, tankage and any other incidental expense connected with the production of oil or gas.

It is further understood and agreed between the parties hereto that each party to this contract shall immediately upon the discovery of oil or gas, as hereinabove provided, furnish his proportionate share of the cost of equipment, and in taking care of any production, either of oil or gas, which maybe found therein.

It is further mutually agreed and understood, between the parties hereto that if a second or more wells shall be sunk upon said lease, or any part thereof, that each party to this contract shall furnish his proportionate share, and contribute the same immediately to sink said well, and the said location of said well shall be designated by the parties to this contract, the voting power to be determined by the amount of interest held by each.

It is further mutually agreed, by and between the parties hereto that in the marketing of the said oil or gas, the same shall be sold to whatever purchaser will pay the highest price therefor.

It witness whereof, we have hereunto set our hands and seals this 12 day of February, 1924.