

Whereasm the first party desires to sell and second party desires to purchase the said mineral rights or some part thereof; and the parties hereto have agreed upon the terms and conditions of the said of said mineral rights.

Therefore, for and in consideration of the premises, and the sum of one dollar, in hand paid by the second party, to the first part, the receipt of which is hereby acknowledged, as well as the payment of the moneys hereinafter specified, and the covenants and agreements mutually agreed to be kept by the parties hereto, it is understood, stipulated and agreed, that the first party agrees to deliver to the second party, a good and sufficient conveyance of the said undivided  $5/32$ nds of the mineral rights subject to all valid and subsisting oil and gas leases, in, under and on the above described lands, upon the payment of the sum of \$40,000.00, to be paid by second party to first party at any time within sixty days from the date hereof, with the express understanding and agreement that said first party agrees to deliver to said second party units of  $1/32$ nd each upon the payment of an undivided one-fifth of the entire consideration above agreed upon, to the end that the said second party shall have the right to acquire one or more units of  $1/32$ nd each during the term herein provided, at and for and upon the payment of one-fifth of the entire consideration hereinabove specified, and

It is further understood and agreed that at the end of sixty days from the date of this agreement, any and all rights granted under the terms of this contract, shall terminate and end and said first party shall have the right to sell or otherwise dispose of any of the minerals rights owned by him undelivered under the terms of this contract, to any person or persons whomsoever other than first party hereto, in a like manner as if this contract had never been made.

It specifically understood and agreed that the conveyance to be made by first party be on some form in common use in the Mid-Continent field, for the purpose of transferring minerals rights, and in addition to the delivery of such mineral deed for any undivided interest, said first party agrees to execute and deliver proper transfer order in order that the oil produced from said lands under the terms of said division may be properly credited to purchaser thereof.

Witness where of, the parties hereto have hereunto set their hands and seals the day and year first above written.

J. E. FitzPatrick,  
Vanderburgh Lester,

State of Oklahoma )  
County of Tulsa ) ss On this the 16th day of April, 1924, A.D. before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Vanderburgh Lester and J. E. Fitzpatrick, and 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 uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL) G. L. Tempfer, Notary Public,

My commission expires Dec. 17, 1927.

Filed for record in Tulsa County, Okla. on April 28, 1924, at 8:30 A.M. and recorded in book 449, page 32, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.