

an oil or gas well, in the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 6 Twp 18 N, Range 13 E. Tulsa County, Okla. and whereas said 2nd party is desirous of obtaining an interest in and to the said well.

It is hereby agreed, by the parties, hereto for and in a consideration of his labors to be performed by said second party for the drilling and completion of the said well to and through what is known as the Wilcox sand.

It being hereby agreed, that said second party's labor shall be as Tool Dresser or Driller and first party agrees to pay for board and sleeping quarters for said second party shall work on said well, or shall allow the sum of \$10.00 per week.

Upon proper completion of said well, the said first party shall execute and deliver to said second party an assignment of oil and gas lease covering an undivided  $\frac{1}{32}$  interest, in and to the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Sec. 6, Twp 18N, Range 13 E. Tulsa County, Okla.

It is hereby understood and agreed by the said second party, that should the above well be made a producing oil or gas well, The said second party, agrees to pay his proportionate share of the cost of casing, tubing, rods and all other equipment necessary for the proper completion of said well into the tanks, such payment to be deducted from the production.

All other wells that may be drilled after completion of said first well, The said Second party shall pay his proportionate share, including the drilling, equipping, and operation of the above described E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec. 6 Twp. 18N, Range 13 E, Tulsa County, Okla.

It is hereby, further agreed between the respective parties to this agreement, that said first party, shall not be held liable for any injuries or casualties sustained during the drilling operations and completions of the above described well, The said second party, hereby assuming all responsibilities insofar as it covers his person. The said second party shall in consideration of the interest, herein, contracted for, agrees to diligently remain at work upon said well until same shall be properly completed as a producing well or plugged as an unproducer.

In Witness whereon, THE PARTIES, hereto have signed their names the Year and Date first above mentioned or written.

( IN DUPLICATE)

J. P. Peterson

Trustee.

Elmer Jones.

Witness whereof,

H. C. Frye.

Affiant further states that all of the parties named in this contract for whose interest J. P. Peterson was Trustee had knowledge of his contract and that he has worked under the same and has at all times been ready willing and able to perform his part and has demanded of the parties performance on their part and they have failed and refused so to do.

FURTHER affiant saith not.

Elmer Jones

Subscribed and sworn to before me this the 28 day of July A. D. 1923.

My Commission expires May 23, 1927

(SEAL) Ben Kochman, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 2, 1923 at 11:10 o'clock A. M. in Book 451, page 641

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk