

and State on this 13 day of July, 1923, personally appeared George Newman to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires 12/12/25

(SEAL)

A. W. Lucas, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 14, 1923 at 9:00 o'clock A.M.  
in Book 464, page 171

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235721 C.J.

COMPARED

#4356-C. Swingle

#### A G R E E M E N T.

KNOW ALL MEN BY THESE PRESENTS:

THIS Agreement, Made and entered into on this 18th day of April, 1923, by and between Nicey Butler and R. C. Butler, her husband, and Cordia Swingle, a widow, all of Bixby, Oklahoma, parties of the first part, and W. A. George, of Okmulgee, Oklahoma, party of the second part, WITNESSETH:

WHEREAS, Nicey Butler and husband are the owners of the following described lands, to-wit:

South Half of the Northwest Quarter, and the Northeast Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 14 East, Tulsa County, Oklahoma; and

Cordia Swingle is the owner of the following described lands, to-wit:

South Half of the Northeast Quarter of Section Twenty-five (25), Township 17 North, Range 13 East, Tulsa County, Oklahoma; and,

WHEREAS, parties of the first part are desirous of having said lands tested for oil and gas, and party of the second part desires to drill a test well thereon.

THEREFORE, parties of the first part for and in consideration of the sum of One Dollar, and the covenants and conditions hereinafter set forth to be kept and performed by party of the second part, have this day executed to party of the second part oil and gas mining leases covering the above described lands, respectively.

And in consideration of said oil and gas mining leases party of the second part agrees to commence a well on the

South Half of the Northwest Quarter of Section 30, Township 17 North, Range 14 East,

at a location in the northwest corner thereof, within thirty days from this date, and agrees to drill said test well to the Wilcox Sand, found in that vicinity at approximately twenty-one hundred feet, unless oil or gas is found in paying quantities at a lesser depth.

It is further agreed that said oil and gas mining leases this day executed by parties of the first part to party of the second part, together with this contract, shall be placed in escrow in the Bixby State Bank of Bixby, Oklahoma, and so held in Escrow by said Bank until party of the second part shall have drilled said test well to the Wilcox sand, as aforesaid, or until he shall have encountered oil or gas in paying quantities at a lesser depth, at which time said Bank upon notice thereof shall deliver said oil and gas mining leases to party of the second part; and in event party of the second part fails to commence said test within the time herein specified, said Bank shall return said oil and