

or less.

COMPARED

Parties of the first part agree within five days from date hereof to deliver to the party of the second part an abstract of title to said land duly certified from Government to date by competent abstractor and party of the second part shall have ten days from receipt of said abstract to examine same and report to William H. Allen at Tulsa, Oklahoma of defects, if any in title. If any defects are found, parties of the first part agrees to remedy same within a reasonable time, which time shall not exceed thirty days from date of notice of such defect. If the said defect cannot be remedied within said time and are not waived by party of the second part, this contract shall become null and void, and terminate and all money deposited hereunder shall be returned to party of the second part.

If, however, the title is found good or if made good as above provided, then parties of the first part agree to deliver said Oil and Gas lease duly executed by them and upon delivery of said lease, the First National Bank of Tulsa, Oklahoma, with whom party of the second part has deposited the sum of sixteen hundred dollars (\$1600.00) in connection with this contract shall be authorized to pay to parties of first part said sum of sixteen hundred dollars (\$1600.00) it being understood that first parties shall have at least two weeks from date hereof within which to execute and deliver said lease.

Party of the second part agrees within ninety days after the delivery to him of said lease to begin the drilling of a well on said tract of land at a location to be selected by him and to drill said well to the Turkey Mountain sand, which is encountered at a depth of approximately 2150 feet, unless oil or gas in paying quantities is found at a less depth. In the event oil or gas is found in paying quantities is found at said less depth, then second party agrees within one year from the date of the delivery of said lease to him to begin the drilling of a well on said tract of land at a location to be selected by him and to drill said well to the Turkey Mountain sand encountered at approximately 2150 feet, unless oil or gas in paying quantities be found in the Wilcox sand.

It is understood and agreed that the drilling by second party of any well upon said premises to the Wilcox sand which produces oil or gas in paying quantities, shall relieve second party from his obligations to drill a well to the Turkey Mountain sand.

And it is further understood and agreed that second party may if he so desires, drill deeper any well to said sand or sand which he may have drilled on said tract of land.

Witnessed the hands of the parties this eighth day of August, 1923.

William H. Allen,
George E. Allen,
By William H. Allen, Agent.
F. B. Righter,
By William H. Allen, Agent.
Parties of the first part.

Dan Danciger, party of the second part.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of August, 1923, personally appeared William H. Allen for himself and as agent for George E. Allen and F. B. Righter, and also personally appeared Dan Danciger, 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.