

PREPARED

State, on this 30 day of April, 1923, personally appeared Arthur L. Murphey and Ruth R. Murphey, his wife, to me well 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 the day and year last above written.

My commission expires Aug. 6, 1924.

(SEAL) R. J. Duvall, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Sept. 11, 1923, at 10:55 o'clock A.M. and recorded in book 468, page 311.

By Brady Brown, Deputy.

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

#239780 NS

COMPARED

A F F I D A V I T .

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Everett W. Evans, being first duly sworn upon his oath deposes and says, that on the 10th day of May, 1923, he made and entered into a contract with Andrew V. Erwin of Tulsa County, Oklahoma, as party of the second part; That on the day and date above mentioned, Everett W. Evans was the owner of certain Leases as described in Schedule "A", and attached to the Original Contract. That for and in consideration of the drilling of a test well as set forth in said contract by Andrew V. Erwin, party of the second part, said Everett W. Evans, party of the first part made and assigned said leases as described in said Schedule "A" to Andrew V. Erwin. That Said Andrew V. Erwin agreed to Spud in a well on said block of Leases within fifty days from the 10th day of May, 1923, the day and date of entering into said contract.

Affiant further saith that Andrew V. Erwin has wholly failed and neglected for more than fifty days to comply with said agreement, forfeiting thereby under the terms of said contract all his right, title or interest in and to any and all of the leases described in Schedule "A".

Affiant further saith that said contract and all Leases thereunder as listed in Schedule "A" were put up in Escrow with the First National Bank of Collinsville, Okla., to be turned over to the second party, upon compliance with the terms of the contract.

Affiant further saith that contrary to the terms of the said contract between the said parties and in violation of the terms thereof, said party of the second part by some means unknown to the party of the first part got possession of Certain Leases numbered respectfully two and four of Schedule "A", and in violation of the terms of said contract recorded the same; Said Leases being more particularly described as follows;

2. An oil and gas mining lease dated April 16, 1923, made by Mrs. Downey Field, nee Victory, to Everett W. Evans, covering the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 22 North, Range 14 East, containing Forty-three acres, more or less, in Tulsa County, Oklahoma;

4. An oil and gas mining lease dated April 23, 1923, made by H. C. Bollman and Haysel R. Bollman, his wife, to C. D. Evans, covering the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, Township 22 North, Range 14 East, containing forty acres more or less, in Tulsa County, Oklahoma.

Affiant further saith that the taking and filing of the above described leases was contrary to the written agreement between the respective parties to the original