

a corporation, and the identical person who signed the name of the maker thereof, viz; Leonard and Braniff, a corporation, to the within and foregoing instrument, as its president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth,

Witness my hand and seal of office hereto affixed within said County and State, the day and year herein last above written;

My Commission Expires May 17th, 1927, (seal)

Floy McGill Notary Public,

Filed for Record in Tulsa, Tulsa County, Oklahoma, August 8th, 1923. at 1.45 O'Clock P. M. and Recorded in Book 474, Page 103.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk

#237701 E. C.

A G R E E M E N T.

COMPARED

Whereas on January 21, 1919, John Storm as guardian of Bertha Storm, a minor, made, executed and delivered an oil and gas lease on the Southeast Quarter (SE $\frac{1}{4}$ ) of the Section Twenty-five (25), Township Nineteen (19) North, Range Ten (10) East in McIntosh County, *Oklahoma*, and

Whereas, the provisions of said lease relating to gas wells and also relating to casing-head gas do not represent the true contract of the parties; and

Whereas, the County Court, of McIntosh County on the 22nd, day of July, 1919, made and entered an order authorizing and directing said John Storm, as guardian of Bertha Storm to enter into an agreement changing said provision relating to gas and casing-head gas so as to conform to the true contract of the parties;

Now, Therefore, This agreement made this 22nd, day of July, 1919, by and between John Storm and guardian of the estate of Bertha Storm, party of the first part, and J. M. DePuy, party of the second part; WITNESSETH;

That for and in consideration of the sum of one Dollar, (\$1.00) and other good and valuable consideration, said party of the first part hereby agrees with said party of the second part that so much of said oil and gas lease as reads; as follows;

"2nd, To pay the lessor one-eighth of the net proceeds each month, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth of the net proceeds each month," shall be stricken out from said lease and the following provisions, representing the true contract of the parties, be substituted therefor;

"2nd, To pay the lessor one-eighth of the gross proceeds each month for the sale of the gas from each well where gas only is found, while the same is being used off the premises, and lessee to have gas free of cost from any such well, for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense;

3rd, To pay lessor for gas produced from any oil well, and used off the premises for the manufacture of gasoline, one-eighth of the market value of the gas said payments to be made monthly. " Witness the signatures of said parties this 22nd, day of July, 1919.

John Storm First part  
As Guardian of Bertha Storm. P arty of the/