

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 1, 1923 at 3:00 o'clock P. M. in Book 475, page 289

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

24/230 C.J.

A G R E E M E N T

CONTAINED

This Agreement made and entered into this 14th day of June, 1923, by and between C. H. Mehlhorn, and Jessie Mehlhorn, hereinafter designated as Parties of the first Part, and Emile Offenbacher of Tulsa, Oklahoma, hereinafter designated as Party of the Second Part,

WITNESSETH:

That, Whereas, on the first day of September, 1922, Parties of the First Part executed an Oil and Gas Mining Lease to Sam Kornfeld, said lease being filed for record in the Register of Deeds Office in and for Tulsa County, Oklahoma, on the 6th day of October, 1922 in Block 417 at page 555, said Oil and Gas Lease being located in Tulsa County, Oklahoma, and more particularly described as follows, to-wit:

E 1/2 of the SE 1/4 of the SW 1/4 and SW 1/4 of the SE 1/4 and SW 1/4 of the SE 1/4 of the SE 1/4 of Section 29, Township 20 N, Range 13 E. and containing seventy acres more or less, and,

WHEREAS said oil and Gas Mining Lease is now owned by Emile Offenbacher, Party of the Second Part herein, and,

WHEREAS said Oil and Gas mining lease contains the following provisions, to-wit:

I.

"If no well be completed on said land on or before the 1st day of July, 1923, this lease shall terminate as to both Parties"

II.

"To pay lessor \$300.00 each year, in advance, for the gas from each well where gas only is found, while the same is being used off the premises" and,

WHEREAS, it is the desire of the Parties to this Agreement to amend a certain part and portion of the above mentioned provisions.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of all of which is hereby acknowledged, it is agreed by the Parties hereto that the above mentioned provisions contained in the above described Oil and Gas Lease shall be and are hereby amended to read as follows, to-wit:

If drilling operations for a well are not commenced on said land on or before the 1st day of October, 1923, then this lease shall terminate as to both parties. In the event said well is a dry hole or does not produce oil or gas in paying quantities, then Second Party herein shall have twelve months from the date of discovery of said dry hole or non-producing oil or gas well in paying quantities in which to commence operations for a new well on the above described tract.

III.

To pay Lessor one-eighth of proceeds of the sale thereof each month, for the gas from each well where gas only is found, while the same is being used off the premises.

IT IS UNDERSTOOD BY THE parties hereto that all the terms conditions and provisions in the above mentioned and above described original Oil and Gas Mining Lease not in conflict or inconsistent with this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF Parties hereto have affixed their signatures this 14th day of June, 1923.

C. H. Mehlhorn
Jessie Mehlhorn
PARTIES OF THE FIRST PART