

hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

M. W. Heald

Sarah Heald

STATE OF MISSOURI, Newton County, ss.

Before me, D. E. Harns, a Notary Public in and for said County and State on this 28th day of Dec. 1923 personally appeared M. W. Heald and Sarah Heald 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 use and purposes therein set forth.

My Commission expires Feb 18, 1926 (SEAL) D. E. Harns, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Jan'y 16, 1924 at 1:30 o'clock P. M.  
in Book 482, page 478

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

249113 C.J.

RIGHT OF WAY AGREEMENT

COMPARED

THIS AGREEMENT made and entered into on this 17th day of December 1923, by and between Thomas Brown hereinafter called the Grantor, and Oklahoma Natural Gas Company hereinafter called the Grantee.

WITNESSETH that said Grantor for and in consideration of the sum of \$40.25 Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 161 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Natural Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The Southwest Quarter of the Northwest Quarter, and west Half of the Northwest Quarter of the Northwest quarter of Section 17, Township 16 North, Range 13 East

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said lines of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, the day and year first above written.

Thomas Brown