

and all the 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 hand the day and year first above written.

J. H. Lindsay

Lela B. Lindsay

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for County and State, on this 12th day of December 1923, personally appeared J. H. Lindsay and Lela B. Lindsay, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged 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 Notarial Seal the date above written.

My commission expires 10-6-26. (Seal) B. French, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 7, 1924, at 3:00 o'clock P.M. and recorded in Book 483, Page 240.

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

250628 C.M.J.

CONTRACT.

THIS AGREEMENT, made and concluded by and between Ross H. Rayburn and Mayme Rayburn, his wife, and Winnie J. Dickey and W. J. Dickey, her husband, all of Tulsa, Oklahoma, parties of the first part, and Benj. Carpenter, Jessie Barnett, Mary L. Bankston, J. M. Bankston, A. L. Pursell, Louise Pursell, F. M. Pearson, Amos Turley, J. B. King, Walter Miller, Ray Towry, Bert Cahill, Fred Daniel, Opal Parker Chas. B. Parker owners of Lots in the Vern Heights Subdivision, of Tulsa County, Oklahoma, as parties of the second part, and SHAFER OIL & REFINING COMPANY, a corporation, as party of the third part. WITNESSETH, That

WHEREAS, the third party is the owner of an oil and gas lease covering the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4), executed by Amos Partridge, and

WHEREAS, subsequent to the execution of said lease, the first parties hereto acquired said lands, subject to said oil and gas lease and did plat and subdivide said lands into Lots and Blocks, known as the Vern Heights Subdivision of Tulsa County, Oklahoma, and the second parties hereto have acquired rights in and to a portion of said Lots, all subject, however, to the terms and conditions of said oil and gas mining lease, and in all of said conveyances, the royalty under said Lots was reserved to the first parties with the exception of conveyances affecting Lot 13 of Block B, Lot 14 of Block C, and Lots 80 and 81 of Block G, and

WHEREAS, the third party is preparing to enter upon the said lands described in its lease for the purpose of actual operation and development thereon, and all of the parties desire to enter into an agreement with reference to the rights of the respective parties, the manner of operation and payment of damages, and the payment of royalties that may accrue by reason of said operation.

THEREFORE, for and in consideration of the premises, as well as the mutual advantages to the parties hereto, it is understood and agreed that the third party shall have the right to enter upon the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4) Township Nineteen (19) North, Range Twelve (12) East, for the purpose of drilling for and producing oil or gas or both, which may be found under said lands without hinderance from any of the first and second parties hereto and to make locations for such wells at such points as it may designate and shall have free and undisturbed right to use said lots under