

My Commission expires 2/2/1924. (SEAL)

Milo H. Cripe, Notary Public.

Filed for record on the 9th. day of February, 1924, at the hour of 10:20 o'clock A.M.

By: Brady Brown, Deputy

(SEAL)

O G WEAVER, County Clerk.

NO. 250769

AGREEMENT.

COMPARED

THIS AGREEMENT, Made and entered into on thus 18th. day of January, 1924, by and between Mary Garlinghouse and J.F. Darby, parties of the first part, and Tulsa County Coal Company, parties of the second part.

WITNESSETH: Whereas, under date of October 13, 1922, a coal mining lease was executed by J.D. Ward, joined by his wife, Sadie Ward, and N.O. Colburn, covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty One (31) Township Twenty Two (22) North, Range Fourteen (14) East, of the Indian Base & Meridian; less Right of Way of the Atchison, Topeka and Santa Fe Railway Company.

which said lease is recorded in Book 427, at Page 15, of the records of the County Clerk's office of Tulsa County, Oklahoma; and

WHEREAS, the said parties of the first part subsequently to the execution of said coal mining lease to said party of the second part secured Tax Deeds on portions of the real estate above described; and

WHEREAS, the said parties of the first part contend that their said title in and to said real estate is prior to the rights of said Tulsa County Coal Company;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged as having been paid by party of the second part to parties of the first part, it is agreed as follows:

Parties of the first part hereby waive any prior right they may have in and to said real estate, insofar as it affects the rights of the Tulsa County Coal Company by virtue of the terms of said coal mining lease above referred to, and agree that same shall have the same force and effect as if executed subsequently to the time that they secured their tax deed on said real estate and signed by parties of the first part; provided, always that the said waiver on the part of the parties of the first part shall in no wise affect their rights under said tax deeds as against any other claimants.

It is understood that the Tulsa County Coal Company in accepting this instrument shall not be considered as admitting the title of parties of the first part in said real estate, but until the dispute as to title to said real estate, but until the dispute as to title to said real estate is settled the Tulsa County Coal Company is directed to pay all royalties accruing under said lease to N.O. Colburn.