STATE OF OKLAHOMA COUNTY OF TULSA

)ss.

BEFORE me, a Notary Public, in and for said County and and State, on this 19th day of April 1924, personally appeared G. B. Baldwin and Chas McCallum to me know to be the identical persons who executed the within and foregoing instrument and acknowledge to me that that executed the same as they free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

My commission expires Oct. 24, 1925 (Seal) JEdgar Freeman, Notary Public

Filed for record in Tulsa, Tulsa ounty, Oklahoma on April 19, 1924 at 10.20 oclock A. M. in

Book 485 page 253

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

485

# 256152 M H

COMPARED

This agreement made and entered into, in duplicate, this leth day of October, 1922, by and between T. S. Watts of "enks, Oklahoma, hereinafter called the party of the first part and Glenn W. Jones, Tulsa, Oklahoma, hereinafter called the party of the second part.

WHEREAS, the party of the first part is now the true and lawful owner of an oil and gas mining lease on the following described land:

The East "alf of the Northwest Quarter of Section Thirteen (13), Township Eighteen (18), Range Twelve (12) East, Tulsa, County, Oklahoma, and

WHEREAS, the party of the second part desires to acquire an undivided three-quarter (3/4) interest in and to the said lease, and

WHEREAS, under date of July 14th, 1922, a certain drilling contract on the above described land, among others, was made and entered into by and between T. S. Watts and J. H. Caywood as parties of the first part and J. A. Shogreen and B. McFarlane asparties of the second part, wherein certain acts and coverants were to be performed by said Jn. A. Shogreen and B. McFarlan and

WHEREAS, these said acts and covenents were not performed as stipulated by said J.A. Shogren and B. McFarlane thereby rendering said drilling contract null and voia by its own terms and reinvesting in the said T.S. Watts and J.H. Caywood, free and legal title to the above described lease which title they agreed to warrant and defend forever.

NOW, THEREFORE, it is agreed as follows:

That party of the second part shall, on a date not later than October 21st, 1922, commence the actual drilling of the well now statted on the center location of the south line of the above described land and shall complete said well with all due diligence to the shallow producing sand found at approximately 750 feet. Should oil or gas be found in paying quantities, it is understood that this well shall be equipped into the tank free of cost to the party of the first part. Should this well be a gas well of commercial volume, same shall be equipped to the surface, free of cost to the party of the first part.

SECOND, within sax months of the completion of the first well, the party of the second part agrees to start the actuall drilling of a deep test well, on a location chosen by himself, and complete same to the Wilcox Sand. It is further understood that, should oil or gas be found in quantitied satisfactory to party of the first part at a lesser depth then that at which the Wilcox Sand is found, that the further drilling of that well to a deeper sand, shall be at the option of the party of the second part.

THIRD, that on the completion of acts and promises hereinset forth, the party of the first part shall deliver to the party of the second part, an assignment of an undivided three-quarter interest in and to the above described mining lease.