duly executed release of same, have it recorded and pay the cost of recording.

The foregoing vovenants and conditions being kept and performed. This conveyance shall be void; otherwise to remain in full force and virtue.

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

Gabe Cook _

Bernice G. C ook

STATE OF OKLAHOMA) S

Before me, the undersigned, a Notary Public in and for said County and State, on this 12thday of January 1924, personally appeared Babe Cook and Bernice G. Cook, his wife to me known to be the identical presons 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 uses and purposes therein set forth.

WITNESS my hand and official seal

My commission expires Feb. 23, 1926 (Seal) Paul R. Rudd, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on Jan 31, 1924 at 4.15 oclock P. M. in

Book 485 page 31

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

#250517 M H

AGREEMENT AND LEASE

THIS INDENTURE OF LEASE AND AGREEMENT made and entered into this 30th day of January, 1924 by and between Pierce Oil Corporation, a corporation of the State of Virginia, doing business in the State of Oklahoma, (hereinafter referred to as "OIL CORPORATION"), party of the first part, EXCHANGE TRUST COLPANY of Tulsa, Oklahoma, a corporation of the State of Oklahoma, (hereinafter referred to as "TRUSTEE"), as Trustee for LEHMAN BROTHERS of No.16 William Street, New York City, N. Y. (hereinafter sometimes called "BANKERS"), and for the several respective acceptors, holders and for owners for the time being of the Junior Drafts hereinafter de scribed evidencing the loans hereinafter mentioned to the extent hereinafter set forth, party of the second part, and PIERCE PIPE LINE COMPANY, a corporation of the State of Texas, (hereinafter referred to as "Pipe Line Company"), party of the third part,

WITNESSETH,

WHEREAS, Oil corporation for the purpose of securing its obligations not to exceed the principal-amount of \$345,000.00 evidenced by its 90 days drafts or bills of exchange, dated on or about January 7th, 1924, which drafts or bills of exchange contain a privilege or option to Oil corporation to renew the same for a further period of ninety days, has here-tofore entered into a certain indenture of lease and agreement under date of January 7th, 1924, with the Trustee, as Trustee for the United States Mortgage and Trust Company of the City of New York, and for the several respective acceptors and holders or owners, for the time being, of the drafts or bills of exchange hereinbefore described (said indenture of lease and agreement being herein referred to as "PRIOR AGRESMENT"), and

WHEREAS, pursuant to the provisions of the trior Agreement, the Oil Corporation has pledged certain quantities of crude oil, fuel oil, keresene, gas oil, gasoline, lubricating oil, oil products and by-products, (therein and hereinafter collectively referred to as "OIL"), brom time to time owned by it and held in storage, and

WHEREAS, Oil Corporation and Pipe Line Yompany have in punsuance with the provisions of the Prior Agreement, leased certain tanks, warehouses and properties therein fully mentioned and described, (hereinafter collectively referred to as "Prior Leased Properties"), and to which reference is hereby made for a full description and enumeration of the tanks,

485