

who signed the within and foregoing instrument and who acknowledged to me that he executed the same as his own free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires: May 6, 1928. (Seal) Grilla Belle Roby, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on June 9, 1924, at 3.20 o'clock P. M. in

Book 485 page 337

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

# 260199 M H

**COMPARED**

**AGREEMENT**

THIS AGREEMENT, made and entered into this 6th day of June, 1924, by and between S. G. Lee and Maude Lee, his wife and George J. Sauerwein, a widower, and George J. Sauerwein, Guardian of the persons and estates of Helen Cecilia Sauerwein and Francis Joseph Sauerwein, minors, hereinafter referred to as party of the first part, and J. E. Huff, hereinafter referred to as party of the second part.

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WITNESSETH THAT: WHEREAS, parties of the first part are the owners of the following described lands situate in Tulsa County, Oklahoma, to-wit:

Lots 52, 53 and 54, in Block 1, Trimble Sub-Division to the City of Tulsa, Oklahoma, being in Section 8, Township 19 N., Range 12 East, containing less than one acre; and

WHEREAS, Parties of the first part desire to execute and deliver to party of the second part an Oil and gas lease covering said lands, and party of the second part desires to purchase and acquire the same upon the terms and conditions hereinafter set out:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby expressly acknowledged by parties of the first part, said parties of the first part agree to join in, execute and deliver to party of the second part an oil and gas lease upon what is known as "Producers 88" form, except as herein modified, being for a term of one year and longer if producing, and containing a one-fourth (1/4) royalty clause for oil or gas, covering the above described lands, upon the following terms and conditions:

Parties of the first part agree to forthwith submit and deliver an abstract or abstracts of title covering the above described lands brought down substantially to date to party of the second part or his attorneys, and part of the second part shall have and be granted five days thereafter for the examination and approval thereof: in case the title in and to said lands should prove not to be good and merchantable, which title it is understood and agreed shall include the sale of said oil and gas mining lease covering said minors' interest and the proceeding in connection therewith, in the opinion of the attorneys for said party of the second part, then and in that event this agreement and all portions thereof shall terminate and be at an end.

It is understood and agreed by and between the parties hereto that in the event said title to the above described lands is good merchantable, as hereinabove contemplated, party of the second part agrees to commence operations for the drilling of a well upon the above described lands within ten (10) days from the date of confirmation of the oil and gas lease sold through the County Court, which, according to the present plan will be sold on the 11th day of June, 1924, at Two o'clock P. M.

Party of the second part further covenants and agrees that in the event said interest, sold through the County Court, is sold to them and title to said premises is then completed in them, that they will commence said drilling within ten (10) days thereafter and continue the drilling of said well with reasonable diligence to completion to what is known as the Wilcox sand, found at an approximate depth of 2100 feet, unless oil or gas in paying quantities is found at a lesser depth.

In case party of the second part should be prevented from commencing said well on the above described lands within said period of ten (10) days from the date of confirmation, as aforesaid