

persons 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 the day and year last above written.

My Commission expires Oct 28, 1926 (SEAL) George M. Janeway, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feby 9, 1924 at 1:30 o'clock P. M.
in Book 486, page 149

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

250897 C.J.

AGREEMENT

COMPARED

THIS CONTRACT AND AGREEMENT, entered into on this the 8th day of February, 1924, by and between Louise Brown, party of the first part, and H. F. Hauserman, party of the second part;

WITNESSETH:

THAT WHEREAS, the party of the first part is the owner in fee simple of the following described real property, to-wit:

The North Half (N $\frac{1}{2}$) of Northeast quarter (NE $\frac{1}{4}$), and East Half (E $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$), of Section Seven (7), Township Nineteen (19) North, Range Twelve (12) East, less----- acres occupied by the main line of the Missouri, Kansas & Texas Railway Company, and the Main Line of the Sand Springs Home Railway Company, and that portion occupied by and used as a County Highway, in Tulsa County, Oklahoma; and,

Whereas, party of the first part obtained her title in the above described property in the following manner, to-wit:

That the above described property was allotted by the United States Government to one Charlie Berryhill; that the said Charlie Berryhill was the son of party of the first part, Louise Brown; that said Charlie Berryhill departed this life on September 14, 1918; that said Charlie Berryhill was unmarried, and that party of the first part, Louise Brown, was the sole surviving heir of the said Charlie Berryhill, and ~~that as the sole surviving heir of said Charlie Berryhill, and that as the sole surviving heir of said Charlie Berryhill~~, and that as the sole surviving heir of said Charlie Berryhill is now the owner in fee simple to the above described property; and, that;

Whereas, party of the first part, Louise Brown, is a full-blood member of the Creek Nation; and,

Whereas, the said Charlie Berryhill, during his lifetime, executed an oil and gas lease, through his guardian, Joe Brown, to the above described property; and,

WHEREAS, said oil and gas lease was a Departmental Lease, duly approved by the Secretary of the Interior; and,

WHEREAS, said lease above described has, through duration of time, and operation of law, become null and void, and of no effect; and,

WHEREAS, the above described oil and gas lease so executed by the said Charlie Berryhill, has left a cloud upon the title to the above described property; and,

WHEREAS, party of the first part is desirous of removing said cloud from the title to the above described property so that she may, in compliance with the terms of this contract, at a future date, execute a valid oil and gas lease to party of the second part.

NOW THEREFORE, for and in consideration of One Dollar, in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations as hereinafter set forth, party of the first part, Louise Brown, agrees, undertakes and contracts by this instrument and this contract to execute to party of the second part, an oil and gas mining lease covering the above described property, upon the following conditions, to-wit: