

That party of the second part, H. F. Hauserman, begin immediately and within a reasonable time to clear the title to the above described property, and to remove therefrom any cloud thereon and to perfect for party of the first part a clear, fee simple title free from any oil and gas lease thereon; and it is agreed and understood by and between the parties hereto that when the said party of the second part, H. F. Hauserman, clears the said title as above set forth, free from any oil and gas mining leases, that party of the first part, Louise Brown, will then and at that time, in the manner provided by law, execute to the said H. F. Hauserman a valid oil and gas mining lease upon the said property, upon the following terms and conditions, to-wit: That said lease shall provide the following:

That H. F. Hauserman will commence drilling upon said property within four months after the approval of said oil and gas lease and to drill said well to a depth of 2100 feet, unless oil or gas is found in paying quantities at a lesser depth, and that the commencing of said well within the four months after the approval of said oil and gas lease, shall be a condition precedent in said lease, and that the said lease shall further provide that in the event said well is not commenced within four months after the approval of said lease, then and in that event said lease shall become null and void and of no effect, but that in the event a well is drilled within the four months as provided as aforesaid, said lease shall extend as long as oil or gas is found in paying quantities; that said lease, when executed under the terms of this contract, shall further provide that in the event the first well drilled upon said property is a dry hole, then and in that event said party of the second part shall have twelve months from the date of the completion of said dry hole to commence the drilling of another well upon said premises; that said oil and gas lease, if executed under the terms of this contract, shall comply with the regular forms used generally in the leasing of oil and gas lease, except that nothing in said forms shall change the conditions above expressly provided.

IT IS FURTHER Agreed and understood by and between the parties hereto that said party of the second part, H. F. Hauserman, shall begin immediately, as above set forth, to clear from said title any oil and gas leases, or any purported oil and gas leases upon said property, and shall within a reasonable time present this contract to the proper court to have the same approved by said court, and that said party of the second part shall bear all expense in clearing said title of said purported oil and gas leases.

It is agreed and understood by and between the parties hereto that this contract and agreement shall be binding upon the heirs, executors ; successors, administrators and assigns, of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their hands and seals this the 8th day of February, 1924.

WITNESSES:

Hally L. Anderson

Joseph Bruner

Examined & approved Feb. 11, 1924

(SEAL) Ben Braden  
County Judge, Creek County.

Louise Brown  
Party of the First Part.

H. F. Hauserman  
Party of the second party.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) ss.

Before me, a Notary Public within and for said county and state, on this 8th day of February 1924, personally appeared, Louise Brown, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth; that she acknowledged to me that she had<sup>had</sup>/read to her in my presence, in her native tongue by an intrepeter, her Cousin, Joseph Bruner, the contents of this contract, and that she