

252590 C.J.

16246-Stafford.

STATE OF OKLAHOMA)

COUNTY OF TULSA,)

SS.

Affidavit of Identity.

COMPARED

I, K. M. Rowe, of lawful age, and being first duly sworn, state:

That I am a resident of the State of Oklahoma and that my present postoffice address is Broken Arrow, Okla.

That I am (was well and personally acquainted with H. C. Duncan, who acquired title by Warranty Deed, to the following described land, to-wit:

South Half of Southwest quarter of Section 10, and Southeast quarter of Southeast quarter of Section 9, all in Township 18 North, Range 13 East, containing 120 acres, more or less which Warranty Deed is recorded in Book 63 page 154, records of Tulsa County, Oklahoma.

That I know of my own personal knowledge, that the said H. C. Duncan, as granted in the instrument above described, is one and the same identical person as Harry C. Duncan, who is Grantor in a Warranty Deed to George A. Brown, covering the above described land, and recorded in Book 68, page 219 of said records, notwithstanding the discrepancy in the name.

K. M. Rowe

SUBSCRIBED AND SWORN to before me, this 14th day of January, 1924.

Commission expires Feby 19, 1927

(SEAL)

W. E. Laws, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar 4, 1924 at 10:00 o'clock A. M. in Book 486, page 466

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

252591 C.J.

CONTRACT AND AGREEMENT

COMPARED

This contract and agreement entered into this the 23 day of February, 1924, by and between GEORGE H. CONNELLEY, party of the first part, and W. D. Marich, party of the second part;

WITNESSETH:

That whereas party of the first part has heretofore entered into a contract and agreement with one Jack Stafford who is the owner in fee simple to the following described property, to-wit:

The Southeast Quarter of the Southeast Quarter of Section Nine and the South Half of the South west quarter of section ten, all in Township 18 North, Range 13 East, Tulsa County, Oklahoma and containing 120 acres, more or less;

And that by the terms of said contract the said Jack Stafford has agreed and undertaken to execute to the party of the first part, an oil and gas mining lease to the above described property, and whereas it is the purpose of this contract and agreement for the parties hereto to contract as to the interests in said lease to be executed, and the interest that the said party of the second part shall have in said lease.

NOW, THEREFORE, for and in consideration of One Dollar in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations as hereinafter set forth, the party of the first part, George H. Connelley, agrees and contracts by this instrument that when he, the said George H. Connelley, shall receive the said oil and gas lease above described, then and in that event, he shall execute to the said W. D. Marich, an one-eighth (1/8) undivided working interest in the said oil and gas lease so executed and so obtained as aforesaid.

IT IS AGREED AND UNDERSTOOD BY and between the parties hereto that this instrument shall be binding upon the heirs, administrators, successors and assigns of the parties