

My commission expires June 29, 1926

(SEAL)

Homa Wood, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 27, 1924 at 10:20 o'clock A. M. in Book 488, page 295

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

259224 C.J.

COMPARED

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 1923, by and between the Tithing Oil Company, a corporation, and J. Waddy Tate, Trustee, parties of the first part, and C. H. Stoddard, party of the second part, and W. A. Brownlee, Trustee, party of the third part, WITNESSETH:

WHEREAS, the Tithing Oil Company and J. Waddy Tate, Trustee, parties of the first part, are the first part, are the owners of the entire seven-eighths working interest in and to a valid and subsisting oil and gas mining lease covering the

Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township Nineteen (19) North, Range Ten (10) East, ( and other lands not affected by this agreement),

said parties each owning an undivided one-half interest in said lease in so far as it covers said particularly described lands, and

(WHEREAS, said parties of the first part have drilled a small, producing oil well upon the lands above-described but in the operation of which they have been considerably handicapped and are desirous of having said well equipped for continuous operations and pumped, and C. H. Stoddard, party of the second part, desires to operate the same and can do so advantageously in connection with other small producing wells which he is working in the same locality, and)

(WHEREAS, the above-described leasehold estate is now involved in an attachment proceeding in a case now pending in the Court of Common Pleas of Tulsa County, Oklahoma, numbered 273 and entitled George C. Frickel versus Tithing Oil Company, and )

WHEREAS, the parties of the first part and the party of the second part have agreed to constitute and appoint and do hereby appoint W. A. Brownlee, of Tulsa, Oklahoma, their trustee to receive the proceeds from said well and apply same to the obligations of the parties of the first part and the party of the second part, respectively, as hereinafter set forth, and to exercise such other powers as are stated herein, and the said W. A. Brownlee is willing to act as such Trustee and has accepted said appointment.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable considerations each to the other paid, receipt whereof is hereby acknowledged, and the mutual benefits and advantages accruing and to accrue to the parties hereto, it is understood and agreed as follows:

First: The party of the second part shall, within thirty days from the date of this agreement, put said well in condition to be operated for the production of oil therefrom and commence the pumping of same, and the running of said oil to the pipe line connected therewith and authorized to take the same, without any expense to the parties of the first part, but solely at the expense of party of the second part, and shall keep said well in operation to the end that the production therefrom shall be steady throughout the term of this agreement.

Second: The party of the second part shall satisfy the claims now urged against the said leasehold in the case of Geo. C. Frickel versus Tithing Oil Company, et al., heretofore referred to, in full, and effect the discharge of all liability on the part of the defendants incurred by said action, precedent to any right on his part to share in the proceeds of the oil produced from said premises under the terms of this agreement. Thereafter, the said party of the third part will pay over to the parties of the first part, in proportion to their res-