

hereto that, inasmuch as said lease will expire by limitation on October 6th, 1926, if same is not producing oil or gas in paying quantities, if the obligations of this agreement have not on or before one month previous to said date been fully met and said agreement consummated by duly approved assignment to said party of the second part and said lease is not producing oil or gas in paying quantities, parties of the first part shall be relieved of any further obligation hereunder to party of the second part and may make proper application to the Indian Superintendent for the cancellation of said lease and be relieved of any further obligation to the lessor under their bond.

COMPARED


Ninth: It is further understood and agreed that in the event party of the second part should fail to commence operations within the period specified in paragraph first hereof or should fail to continue same until the conditions hereof have been fully met on his part, in order to maintain as nearly as possible steady production from said well throughout the term of this agreement, unavoidable delays due to accidents and contingencies without the control of party of the second part, only, excepted, all rights in said premises hereby granted by parties of the first part to said party of the second part and said party of the third part shall cease and determine.

TENTH: Simultaneously with the execution of this instrument the parties of the first part will execute and deliver such transfer or division orders as the pipe line company now running said oil may demand in order to place the party of the third part in possession of the proceeds of the sale of the oil produced from said leasehold.

ELEVENTH: It is understood and agreed that in no instance will the pipe line company now running the oil from said leasehold be held liable in any sum by reason of any damage which the parties of the first part or second part hereto may sustain or claim by reason of said pipe line company paying said party of the third part for the oil produced from said leasehold, and in no instance will said pipe line company be charged with liability for the acts of the acts of the said party of the third part in disbursing the moneys as herein provided, and party of the third part shall be held free and harmless from all liability growing out of his acts as Trustee in performing the conditions of this agreement, gross negligence or breach of trust alone excepted.

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said parties have hereto set their hands and seals the day and year above written.

ATTEST: 

F. B. Long
Secretary.

(CORPORATE SEAL) TITHING OIL COMPANY,
a corporation,

By C. F. Tingley
Vice President

J. Waddy Tate
Trustee

PARTIES OF THE FIRST PART.

C. H. Stoddard
PARTY OF THE SECOND PART.

W. A. Bronlee Trustee
PARTY OF THE THIRD PART.

STATE OF TEXAS,)
DALLAS COUNTY,) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of October, 1923, personally appeared J. Waddy Tate, Trustee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and pur-