

as follows:

The party of the first part will execute a good and sufficient oil and gas mining lease to the parties of the second part upon the following described portion of the lands and premises above described, free and clear of every incumbrance of whatsoever nature, upon a form acceptable to the parties of the second part, to-wit:

Beginning at the SE corner of the East Half ( $E\frac{1}{2}$ ) of Lot 3, of Section 3, Township 19 North, Range 12 East, thence North on the East line of said Lot 3 a distance of 200 feet, thence west parallel with the south line of said lot 3 a distance of 175 feet; thence south parallel with the East line of said Lot 3, a distance of 200 feet, thence East a distance of 175 feet to place of beginning

and upon the delivery of such oil and gas mining lease covering the lands and premises last above described, the parties of the second party agree within a reasonable time to examine the title to said property, and if the party of the first part appears to have a merchantable title thereto, and the oil and gas mining lease so tendered as aforesaid is a valid and subsisting oil and gas mining lease upon the property last above described, subject only to the lease in favor of the parties of the second part, as aforesaid, then the parties of the second part agree to execute and deliver to the party of the first part, a release of the oil and gas mining lease first above referred to, subject nevertheless to and in consideration of the following covenants and premises to be done, kept and performed by the party of the first part, his heirs and assigns, to-wit:

That said party of the first part has and does by these presents agree and bind himself, his heirs, and assigns, that he will never grant, demise, lease or let the lands and premises first above described for the purpose of mining and operating for oil and gas, nor permit the same to be used, occupied or developed for oil or gas, or either of them, without the written consent of the parties of the second part, their heirs or assigns, so long as the lease upon the premises last above described, in favor of the parties of the second part, so executed and delivered as aforesaid, shall remain in force and effect.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

John L. Beyl  
Party of the First Part

Posey R. Short

J. F. Sweeney  
Parties of the Second part.

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

Before me, C. R. Thurlwell, a Notary Public in and for said County and State, on this 21st day of April, 1924, personally appeared John L. Beyl, Posey R. Short and J. F. Sweeney, to me known to be the identical 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 official hand and seal the day and year above set forth.

My commission expires the 15 day of Jay, 1928 (SEAL) C. R. Thurlwell, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, May 10, 1924 at 9:00 o'clock A. M. in Book 488, page 41

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk