IN WITNESS WHEREOF I have hereunto set my hand and attached my official seal the 7 . **N**. S day and year last above written.

(SEAL) George P.Bonnette, Notary Public. My commission expires July 9th, 1927.

489

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Filed for record at Tulsa, Tulsa County, Oklahoma, June 11, 1924, at 10;40 o'clock A.M. and recorded in book 489, page 146, By Brady Brown, Deputy. (SEAL)

O.G. Weaver, County Clerk.

CODIECTORIA

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 1924, by and between George J.Sauerwein in his individual capacity and George J. Sauerwein, Guardian of the persons and estates of Helen Cecilia Sauerwein and Francis Joseph Sauerwein, Miners, hereinafter referred to as party of the first part, and S.G. Lee and Maude Lee, his wife, hereinafter referred to as party of the second part;

WITNESSETH THAT; WHEREAS, party of the first part and party of the second part are now the owners and in possession of

Lots 32, 33 and 34 in Trimble Sub-division to the City of Tulsa, Oklahoma, being in Section 8, Township 19 N., Range 12 East, according to the recorded plat thereof; and

WHEREAS, parties hereto have been made and entered into an oil and gas lease covering the premises hereinabove described; and

.WHEREAS, by the terms of said oil and gas lease there is reserved to the parties hereto an undivided one-fourth (1/4th) royalty interest in and to the oil and gas to be produced from said premises; and

WHEREAS, it is the desire of parties hereto to reduce to writing their agreement as to the division of said royalty between themselves; and

WHEREAS, George J. Sauerwein in his individual capacity and George J.Sauerwein, Guardian of the persons and estates of said above mentioned minors, are the owners of two of said lots aforesaid, to-wit; lots 33 and 34; and

. . WHEREAS, party of the second part is the owner of the remaining of said lots; to-wit; Lot 32;

NOW THEREFORE, for and in consideration of the sum of \$1.00 each to the other in hand paid, receipt of which is hereby acknowledged, and the mutual covenants herein contained parties hereto mutually covenant and agree as follows;

1. Said royalty aforesaid shall be distributed equally to said party of the first and second part until such time as said royalty shall have produced the sum of \$2,000.00 to each of said parties hereto, or in other words until said royalty shall have produced -\$4,000.00 in toto.

2. After said time immediately aforesaid, parties hereto mutually covenant and agree that said royalty shall be divided 2/3rds to party of the first part and 1/3rd to party of the second part, to-wit; 2/3rds of 1/4th to George J. Sauerwein in his individual capacity and as Guardian, as aforesaid, and 1/3rd of 1/4th to party of the second part, it being mutually understood and agreed that said parties hereto are joining in the same oil and gas lease and that said royalty shall be divided in accordance with the terms of the within agreement, regardless of whether said well, which the lessers under said oil and gas lease are contemplating drilling, shall be drilled upon the lots owned by party of the first part or upon the lot owned by party of the second part.