

drilling of a second well, in accordance with the written contract hereinbefore mentioned, and such casing so furnished shall apply on the balance of \$6,000, and in the event the total purchase price of the casing furnished by second party shall exceed the sum of \$6,000, then first party shall pay to second party such difference in cash. ~~Warranted~~

In the event additional development is done on this property, in excess of the well or wells hereinbefore mentioned, then second party has the option of furnishing the necessary casing for such development, at the rates hereinbefore specified.

3. In the event the test well hereinbefore provided is a dry hole in the Wilcox sand, and in all sands above the same, then first party shall pull the casing and plug the hole in accordance with the laws of Oklahoma, free of cost to second party, and place the casing on top of the ground. In the event any of said casing cannot be pulled and is lost, then such loss shall be borne by second party, in the event of a dry hole, as hereinbefore specified, then second party shall pay to first party one-half of the actual cost of the drilling of said well, not exceeding the sum of Fifteen Hundred (\$1,500) Dollars; thereupon the liability of second party shall cease.

4. It is further agreed that title to the casing as furnished by second party, shall remain in him until a commercial well has been encountered and he shall remain the owner of the same as all times, but in this event and when the same has been pulled and placed upon top of the ground by first party, first party shall have a first, prior and valid lien on the same until one-half of the cost of such well, not exceeding Fifteen Hundred (\$1500) Dollars, shall have been paid to him.

5. That upon the completion or carrying out of the various obligations by the respective parties hereto, then the interests of the parties shall be and become working interests thereafter, and each party shall bear his proportionate part of the cost and expense of any future development.

The Covenants and agreements hereof extend to and are binding upon the parties hereto, their heirs, executors, administrators and assigns.

In Testimony Whereof, we hereto set our hands and seals, in duplicate, the day and year above written.

J.W. Holman, First Party.

David L. Krakower, Second Party.

STATE OF OKLAHOMA, }  
COUNTY OF TULSA, } ss.

Before me, Notary Public in and for said County and State, on this 24th day of April, 1924, personally appeared J.W. Holman and David L. Krakower, of 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.

Given under my hand and seal the day and year last above written.

My commission expires May 22, 1927.

(SEAL) Merel Scott, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, June 13, 1924, at 4:10 o'clock P.M. and recorded in book 489, page 161.

By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

#260565 NS

COMPARED

AFFIDAVIT

Comes now A.E. Bradshaw, who being first duly sworn deposes and says;

That he is well acquainted with J.W. Trimble, who appears as the grantee in a certain Warranty deed, executed by Hattie L. Bridges and H.E. Bridges, her husband, on February