Block Two (2), Lot Twenty-eight (28) Block Two (2), Lot One (1), Block Three (3), Lot Two (2) Block Three (3), Lot Three (3) Block Three (3), Lot Four (4) Block Three, Block One (1) Lot Seven (7), Block One (1) Lot Eight (8), Block Two (1) Lot Nine (9), Block Two (2) Lot Eight (8), Block Two (2) Lot Nine (9), Block Two (2) Lot Ten (10), all of the above in Garden City, Tulsa County, Oklahoma, according to the recorded plat thereof, being a sub-division of the North one-helf (N.*?) of the South-east one-fourth (S.E.?) of Section Twenty-three (23), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, containing Thirty (30) acres, more or Less.

Whereas, We, the subscribers and signors hereto, are desirous of leasing our above described lands, as a whole, for the purpose of exploring and drilling for oil and gas, and,

259

Whereas, the exploring and drilling for cil and gas on the lands above described, is what is known as "WILDCA"ING", no drilling for cil or-gas having been done near said property, and for the purpose of getting a test well put down on our above described lands, to ascertain whether or not there is oil and gas underlying the same, and,

Whereas, the drilling of a test well will tend to greatly enhance the value of our land, and,

36.35

whereas, the drilling of a test well in undeveloped territory, will necessitate the expenditure of a large amount of money, and, so, for the purrose of leasing the above described lands, as a whole, for the purpose of drilling a well for oil or gas, we, the owners of the above described property, for One (\$1.00) Dollar and other good and valuable considerations, hereby combine ourselves and appoint E. E. Hanson and Henry C. Schultz, of Tulsa, Oklahoma, trustees, of the above described property, with the following powers, to-wit:

(1) The said trustees are hereby empowered to execute an oil and gas lease on the above described land, the same as if they owned the premises, in fee simple; to execute division orders, as required by the Crude Oil Furchasing Companys or Pipe Line Companys; Make contracts for the sale of oil and gas, receive all royalty moneys, distribute the royalty moneys among we property owners, in proportion to the number of units each of us hold in the said lands.

(2) This trusteeship shall remain in full force and effect as long as oil and gas is found in paying quantities.

(3) The trustees are hereby further empowered to do any and all things, that they deem necessary, for the leasing of this property.

(4) The trustees are required to give One Thousand (\$1000.00) Dollars bond each, for the faithful performance of their duties.

(5) It is further agreed that Trustee E. E. Hanson, shall receive as compensation for his services, as trustee, Two (2%) per cent of all moneys received by them and the same may be, by him, deducted from the moneys received, and the residue proportioned among us, as above described, in proportion to the units we hold in said-land.

(6) Neither of the trustees, J. E. Hanson or Henry C. Schultz, shall be removed for one year, from the receipts of the first royalty moneys, by us.

(7) The trustees shall have full power to receive all moneys from the sale of oil and gas, and any oil company, pipe line company or other concern whatsoever, that they may do business with under the terms of this trusteeship, are hereby authorized to pay them all moneys due us by virtue of any contract made by them, and their signature shall have the same force and effect and be as binding, as though the same were signed by us.

All provisions of this instrument shall extent to the heirs, successors and assigns of the respective parties hereto.

Signed this the 11th day of August 1924.