

Filed for record in Tulsa County, Oklahoma on August 4, 1924 at 3:50 o'clock P. M. recorded in Book 491 Page 303.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264545 LLJ

CONTRACT

COMPARED

THIS AGREEMENT, made and entered into this 1st day of August, 1924, by and between Sam Novak party of the First Part, and B. F. Coldwell & Son, Party of the Second Part, Witnesseth: That whereas second party owe first party approximately \$1600.00 for pipe now in the well #3 known as the Sloan well in Bruner, Tulsa County, Oklahoma, and whereas second party desires to drill a #4 well closeby in said territory, and whereas it is agreeable by and between parties above that in consideration of first party permitting second party to use said pipe in well No.4 above described in the drilling thereof which is now in well No.3, the second party agrees to convey to first party an undivided one eighth interest in and to said well, provided further, that second party agrees to pay the said \$1600.00 or whatever the exact amount out of the oil runs of said well No.4 in the event said well proves to be a paying well, otherwise if same be a dry hole, then first party is to receive said pipe used in said no.4 back in first party's yard, at the expense of second party, and in the event the well is in paying quantities, then second party shall pay for said pipe at first party's price as above set forth. In event said well is in paying quantities, then after said pipe is paid by second party to first party, first party then shall own an undivided 1/8th interest and and to said well, without any expense, and further it is agreed that second party shall give and convey unto first party, in event said well is in paying quantities, in addition to the said 1/8th interest above mentioned, an undivided 1/4th interest in and to the said oil runs belonging to second party, same to be applied and used in the payment of the said pipe as above set forth to the extent of approximately \$1600.00 and when said \$1600.00 or approximate amount is paid then first party shall convey back to second party the said undivided 1/4th interest above mentioned in said oil runs; provided further, that without any expense above mentioned shall mean herein that said first party shall pay and bear his proportionate part of said pumping said well, and further provided first party shall bear his proportionate part of the operating expenses of said well, after said oil is conveyed to and in said tanks choseby to hold and store said oil from said well at the completion of said well.

Sam Novak, Party of the First Part

B. F. Coldwell & Sons, a Partnership,  
Party of the Second Part.

By Leo. T. Coldwell

State of Oklahoma, }  
Tulsa County } ss

Personally appeared before me this 1st day of August, 1924 Sam Novak, and Leo. T Coldwell agent, and partner having authority of B. F. Coldwell & Son a Partnership who are to me known, and acknowledged to me that they executed the same of their own free will and accord.

J. E. Abbott, Notary Public

My Commission expires 4/2/27 (SEA 1)

Filed for record in Tulsa County, Oklahoma on August 4, 1924 at 4:40 o'clock P. M. Recorded in Book 491, Page 305.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.