

STATE OF OKLAHOMA, ss.
County of Tulsa }

Before me, a Notary Public, in and for said county and State on this 17th day of July, 1924 personally appeared Wm. Ohandler to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

R. L. Kifer, Notary Public

My Commission Expires June 6, 1927 (SEAL)

Filed for record in Tulsa County, Oklahoma on August 7, 1924 at 2:15 o'clock P. M. Recorded in Book 491 Page 326.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264691 LLJ

AGREEMENT

THIS AGREEMENT, Made and entered into this 7th day of July, 1924, by and between L. F. Copeland, party of the first part, and H. W. Jones, party of the second part:

WITNESSETH:

WHEREAS, the parties hereto are desirous of developing certain lands in Section 25, Township 17 North, Range 12 East, Tulsa County, Oklahoma, for oil and gas purposes; and

WHEREAS first party agrees to deliver certain assignments of said lands, to-wit:

An assignment of oil and gas lease dated April 3, 1924, from W. H. Marshall and Elsie D. Marshall to Marion Oil Company of Tulsa, a common-law trust, covering the following lands, to-wit:

South Half of the Northeast Quarter of Section 25, Township 17 North, Range 12 East;

also a certain lease covering the Southeast Quarter of Section 25, Township 17 North, Range 12 East, dated June 28, 1924, executed by Thomas Gilcrease to the Marion Oil Company of Tulsa, an Oklahoma common-law trust, which said lease is now in escrow in the Producers National Bank of Tulsa, Oklahoma, together with a certain contract dated June 28, 1924, to which said contract reference is made and the same is made a part of this agreement.

As to the first of said assignments covering the Marshall lease, such assignment is this day delivered to said second party.

As to the said second lease, executed by Thomas Gilcrease; the said assignment is not to be delivered until the terms of said contract, now held by the Producers National Bank of Tulsa, as aforesaid, are complied with, and upon the completion of said contract the first party agrees to deliver such assignment properly signed to second party.

In consideration of such assignments the second party agrees to drill a well; free of cost to said first party and free of cost to said Marion Oil Company, the owner and holder of said leases, in the Northwest Quarter of the Southeast Quarter of Section 25, Township 17 North, Range 12 East, Tulsa County, Oklahoma, to what is known as the Turkey Mountain sand found at the depth of approximately 2500 feet, unless oil or gas is found at a lesser depth in paying quantities and in either event, whether said well is drilled to the Turkey Mountain sand or oil or gas or either of them is found in paying quantities at a lesser depth the same shall constitute a full and complete performance of second party's contract and the said second party shall be entitled to the delivery of said assignments as aforesaid.

It is further especially agreed and understood that the second party shall begin actual drilling on said well on or before the 12th day of July, 1924, and