

to have and to hold the same, together with all and singular the hereditaments and appurtenances thereunto appertaining, of the above named persons, their heirs and assigns, forever,
 Witness my hand and the seal of said court this 24 day of July, 1924.

Signed, John P. Boyd, County Judge.

Filed for record in Tulsa County, Okla. on Aug. 25, 1924, at 8:00 A.M. and recorded in book 491, page 389, Brady Brown, Deputy,

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

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AGREEMENT.

COMPALED BY

Know all men by these presents:

That we, J. M. Light, Maude V. Light, F. J. Welch, Roselee Welch, R. W. Earley, F. B. Austin, Blanche Austin, J. W. Watson, Lula Watson, John P. Hendrick, Margie Hendrick, Myrtle Pope, Finis H. Pope, Maude E. Graff, and Bennet Graff, lessors in a certain oil and gas mining lease made and entered into on the 24th day of June, 1924, to one J. F. McManmon, and also named as parties of the first part in a certain escrow agreement touching the delivery of said oil and gas mining lease, which lease covers the south 25 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 29, township 19, north, range 12 east, for and in consideration of the sum of \$1.00 and other valuable considerations, do hereby agree to and with J. F. McManmon, lessee, named in said lease and also named as party of the second part in said contract, his heirs, successors and assigns, that as at the time of the execution of said oil and gas mining lease is was understood by and between the parties named as lessors and lessee that the date fixed in said lease on or before which rentals should become due and payable thereunder was the 24th day of June, 1925, and through typographical error and omission the same appears in said lease to be the ____ day of June, 1924, and that the name of the depository bank was left blank in said lease; and further in said contract in the sixth paragraph thereof; it is provided that if the first test well drilled on adjacent or abutting lands is a dry hole, then the lease should remain in full force and effect until January 1st, 1925.

Now, therefore, in order that said instruments may be relieved from ambiguity and to fully express therein the true understanding and agreement of the parties had at the time of the making of said agreement, we do hereby reaffirm the grants, estates and interests conveyed, vested or to vest under said lease in said escrow agreement with this understanding and particular designation, that the day on or before which the rentals should be paid under said leasehold estate, shall be the 24th day of June, 1925, and said money be deposited in the Bank of Red Fork, at Red Fork, Oklahoma, and that the money may be deposited in the above named Bank in the name of Royalty a/c of F. B. Austin, et al, as trustee for the lessors as their interest may appear.

It is further agreed and understood by and between the above named lessors and lessee, his heirs and assigns, that all rentals and royalties which may accrue hereafter under any of the provisions of said lease, either from delayed period payments or production and sale of oil and gas shall be paid by the pipe line company ^{or any other company} purchasing oil or gas produced on said lands, to the above named Royalty a/c as trustee, to hold the same in trust and deposit the same unto said lessors, their heirs and assigns, as their interest and ownership may appear..

It is further agreed and understood that the provisions in said escrow agreement, providing that if the first test well referred to therein be drilled on adjacent or abutting tracts of land, is a dry hole and that said lease shall remain in full force and effect until the 1st day of January, 1925, be extended to the following extent; that after the words "until January 1st, 1925" there be inserted the words "and as much longer as may be necessary only