

hereunto set my hand and caused the Great Seal of said Nation to be affixed at the date herein after shown, Date October 15, 1924.

(Seal)

P. Porter, Principal Chief of
the Muskogee (Creek) Nation.

DEPARTMENT OF THE INTERIOR,

Approved Feb. 2, 1905.

Ethan A. Hitchcock, Secretary,
By Oliver A. Phelps, Clerk.

Filed for record in Tulsa County, Tulsa, Oklahoma on October 5th, 1924 at 11:40 A. M.

recorded in book 496, page 425.

By Brady Brown, Deputy.

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

268883-CW.

C O N T R A C T.

THIS AGREEMENT? Made and entered into on this the 20th day of March, A. D. 1924, by and between MARY OIL & GAS COMPANY, a Corporation, organized and existing under the laws of the State of Oklahoma, hereinafter referred to as party of the first part, and THOMPSON & BLACK, INC., a Delaware Corporation of Tulsa, Oklahoma, hereinafter referred to as party of the second part,

WITNESSETH: WHEREAS, the party of the first part has, upon this date, executed and delivered to the party of the second part an assignment of an oil and gas mining lease of date of April 6th, 1910, by and between Mary Partridge, as lessor, and E. R. Mitchell, et al, as lessees, covering the following described land, located in Tulsa County, State of Oklahoma, to-wit: Among other lands The Southwest Quarter of the Southwest Quarter of Section Five (5) Township Nineteen (19) North, Range Twelve (12) East;

NOW THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows:

The consideration to be paid by the party of the second part to the party of the first part for said assignment is the sum of Thirty Thousand Dollars (\$30,000.00) to be paid as follows:

Five Thousand Dollars (\$5,000.00) in cash on March 20th, 1924, the receipt of which is hereby acknowledged: One (1) promissory note of date of March 20th, 1924, executed by the party of the second part in favor of the party of the first part for the sum of Five Thousand Dollars (\$5,000.00) with interest thereon at the rate of 8% per annum after maturity, due on April 10th, 1924, which said note is personally endorsed by M. W. Thompson and made payable at the Exchange National Bank of Tulsa, Oklahoma; One (1) promissory note of date of March 20th, 1924, executed by the party of the second part in favor of the party of the first part for the sum of Five Thousand Dollars (\$5,000.00) with interest thereon at the rate of 8% per annum after maturity, due on April 25th, 1924, which said note is personally endorsed by M. W. Thompson and made payable at the Exchange National Bank of Tulsa, Oklahoma; Fifteen Thousand Dollars (\$15,000.00) to be paid out of one-half of the first working interest oil produced and run from the Southwest Quarter of the Southwest Quarter of Section Five (5) Township Nineteen (19) North, Range Twelve (12) East.

The payment of the aforesaid notes is to be secured by transfer orders covering one-half of the working interest oil being produced and run by the party of the second part from the Southeast Quarter of the Southeast Quarter of Section Six (6) Township Nineteen (19) North, Range Twelve (12) East, but which said transfer orders are not to be filed with the purchasing company until default shall have been in the payment of said notes or either of them.

Party of the second part agrees with the party of the first part that in the event it shall complete a well producing oil in paying quantities upon the Southeast Quarter of the Southeast Quarter of Section Six (6) Township Nineteen (19) North, Range Twelve (12) East, now being drilled by it, known as the Jennie Bruner well number two, it shall use

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