

It is mutually understood the title to the compression plant and to any and all other equipment placed on said property by the Second Party (save and excepting minor replacements made on the present equipment of the First Party) shall be vested in the Second Party until the said plant together with the construction thereof is purchased outright by the First Party, at which time said plant and equipment shall become the property of the said First Party, or until said plant and construction thereof is one-sixth (1/6) paid for by the returns from the increased production at which time that fraction of said plant shall become property of the said First Party.

It is hereby further agreed that First Party is not responsible for any debts contracted by Second Party for material, construction or operations.

This agreement is to apply only to the present producing wells on said property and the increase is to be computed on the 7/8ths working interest on the following estimated future normal gross production;

	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933.
Mount	5.4	4.4	3.7	3.1	2.7	2.3	2.	1.8	1.6	0.

It is mutually agreed by parties hereto, that Second Party shall have any surplus gas, if there is any surplus gas on said above described lease for said compression plant to be built on this property or on an adjoining property, for the joint benefit of this property, and for putting pressure on said producing sand in wells on this property, but in the event that said First Party has to buy gas or fuel for the operation of said compression plant, lease houses and machinery, and to put gas pressure on said wells, then in that event said Second Party shall pay for such gas in proportion to his interest in said production. Said First Party shall have the option of determining whether gas or air shall be used in putting pressure on said wells on and after two months from this date.

This agreement is binding on the heirs, successors and assigns of the contracting parties. Witness our hands the day and year first mentioned above.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Samuel H. Smith Oil Co.
By Samuel H. Smith Treas.
L. W. Baxter.
J. H. Winemiller.
Elizabeth Bennett, First Party.
Jo. H. Cable, Second Party.

Before me, Lewis G. Melone, a Notary Public in and for said County and State on this 13th day of September, 1924, personally appeared L. W. Baxter, Samuel H. Smith, Treas. of the Samuel H. Smith Oil Company, Elizabeth Bennett, J. W. Winemiller and Jo H. Cable, to me known to be the identical persons who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above written. (Seal) Lewis G. Melone, Notary Public.
My commission expires Feb. 4th, 1926.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 20, 1924 at 3:50 P. M. o'clock, recorded in book 496, page 606.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

270155.-GW.

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Fidelity Investment Company a corporation, of Tulsa, Tulsa County, in the State of Oklahoma, party of the first part, hereby mortgage to S. H. Alexander party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot Twenty-one (21) in Block "F" in Joe Subdivision, Tulsa County, Oklahoma, according to the recorded plat thereof; with all the improvements thereon and appurtenances thereunto belonging and war rant the title of the same. This mortgage is given to secure the principal sum of Seven Hundred Fifty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, pay-

COMPALED BY
P. S. J. K.