

shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

Twelfth. Said first party agrees to pay for recording the release of this mortgage when same is paid.

In Testimony whereof the parties of the first part has hereunto subscribed their names and affixed their seals.

Witnesses: J. H. Simmons (seal)
----- Margaret Simmons (seal)

STATE OF OKLAHOMA)

TULSA COUNTY) S.S.

Before me (the undersigned), a Notary Public in and for said County and State, on this 10th day of November 1909, personally appeared J. H. Simmons and Margaret Simmons his wife, to me known to be the identical persons who executed the within 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.

(SEAL) My commission expires April 12, 1912.

C. W. Gillette, Notary Public.

Filed for record at Tulsa Nov. 16, 1909 at 11:30 o'clock A.M.

H. C. Walkley, Register of Deeds (SEAL)

COMPARED
COMPARED

CONTRACT FOR THE PURCHASE AND SALE OF GAS AND THE ASSIGNMENT OF CERTAIN RIGHTS TO CERTAIN GAS LEASES AND CONTRACTS OF THE HENRY OIL COMPANY.

THIS AGREEMENT, Executed, in duplicate this 5th day of November, A.D. 1909, by and between THE CITIZENS GAS COMPANY, of Nowata, Oklahoma, party of the first Part, and G. R. Hemminger Party of the Second Part.

WITNESSETH: THAT WHEREAS, the party of the first part is the owner and holder of a certain contract executed by The Henry Oil Company, a corporation, of South Dakota, and a contract amendatory and supplemental thereto, under which the Citizens Gas Company, of Nowata, Oklahoma, is entitled to take and receive certain quantities of gas for fixed periods of time from said The Henry Oil Company and from certain leases therein named marked Exhibit "A" and from certain supplemental leases thereafter submitted, referred to and made a part thereof, together with all the leases of said The Henry Oil Company during the tenure of said contract, true and correct copies of said contracts and a schedule of supplementary leases being hereto attached, marked Exhibits "X" "Y" ^{and "Z"} respectively, and made a part hereof, and,

WHEREAS, The party of the first part is unable to use all of the gas it is entitled to under said contracts, and desires to sell and dispose of the same and the rights thereto, Now Therefore;

IT IS MUTUALLY UNDERSTOOD AND AGREED, By and between the parties hereto, that for and in consideration of the sum of Two (2) cents per Thousand cubic feet, payable as hereinafter provided, and other good and valuable considerations, and the covenants, agreements, and undertakings of the party of the second part hereinafter set forth, the party of the first part hereby agrees to assign, sell and deliver to the party of the second part, all the