

AGREEMENT.

THIS AGREEMENT, made and entered into this 10th, day of May, 1909, by and between F. B. Ufer, party of the firstpart, and Letcher-Raymond Oil Company, party of the second part:-

WITNESSETH: That Whereas, the Departement of the Interior, has heretofore and on, to-wit: the 6th, day of June A. D. 1905, approved an oil and gas lease now held by the said F. B. Ufer, his heirs and assigns, on the following described premises, situated in what was the Cherokee Nation, now Tulsa County, Oklahoma, to-wit:

The SE/4 of SE/4 of Section 18, Township 20, Range 13 E., and the NW/4 of SW/4 of SW/4 of Section 17, Township 20, Range 13 E.

And whereas said first party has, under and by virtue of said lease, drilled Two (2) wells on said land which produced oil.

And whereas said parties hereto have agreed upon the sale and transfer of all the right, title and interest of said first party in and to said lease and estate thereby created unto the said second parties, subject to the approval of the United States Indian Agent, and the terms of this contract.

NOW, THEREFORE, In and for the consideration of Forty Seven Thousand, Five Hundred (\$47,500.00) Dollars, to be paid as hereinafter provided, the parties hereto agree as follows:-

The said first party shall execute and file with the United States Indian Agent at Muskogee, at once, an assignment of said Oil and Gas mining lease, on the form prescribed by the Departement of the Interior, and other papers necessary to secure the approval of said assignment by said United States Indian Agent, and said second parties agree to execute and file with the United States Indian Agent at once, all papers required of them, to secure the approval of said assignment.

This contract, together with a certified check, in the amount of Twenty Five Thousand (\$25,000.00) Dollars, to the order of F. B. Ufer, shall be placed in the Farmer's National bank, of Tulsa, Oklahoma, there to remain until said assignment of said lease is approved by the Indian Agent; upon said approval of said assignment, said certified check shall be delivered by said bank without further instructions unto the said F. B. Ufer and said bank is hereby authorized to deliver said certified check.

The remaining sum of Twenty Two Thousand Five Hundred (\$22,500.00) Dollars being the balance of the purchase price of Forty Seven Thousand, Five Hundred (\$47,500.00) Dollars shall be paid by one half of the oil produced and sold from said above described premises.

The said transfer and assignment when approved by the Departement of the Interior, shall include all property improvements, buildings, machinery, oil, tanks and appliances on said lease, and belonging thereto, excepting one string of drilling tools. If said assignment is not approved by the Secretary of the Interior, said F. B. Ufer shall, and hereby agrees to return said Twenty Five Thousand (\$25,000.00) Dollars.

It is understood that said lease is on a basis of one-eighth royalty, on the form prescribed by the Secretary of the Interior, running for fifteen (15) years from date thereof.

It is understood and agreed by and between the parties hereto, that said second parties shall immediately, upon the approval of said assignment by said United States Indian Agent, drill and complete two (2) wells on said above described premises.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST: A. T. Letcher, Secy.

F. B. Ufer
H. F. Sinclair, *surety*
E. F. Blaise.
Letcher-Raymond Oil Co.
By *A. T.* Letcher, Pres.