

same if it proves to be a producing well, and properly equip said well to the top of the ground; the location of said well to be agreed upon by the parties hereto, the drilling of said well to be begun within ten days from the date hereof.

First party agrees that forthwith upon the completion of said well, he will assign and transfer to the second parties, jointly, in consideration of the drilling of the well as hereinbefore set forth, an undivided one half interest in and to the oil and gas leases on premises herein above described, and all the rights of the lessee in and to said property therein described, said undivided interest to be free and clear of any and all incumbrances whatsoever.

It is mutually agreed between the parties hereto, that if at any time after the execution of this agreement either of the parties hereto desires to sell or dispose of all or a part of his or their interest in and to said leases and leasehold property, that said party or parties shall offer the same for sale first to the other parties hereto and at the same price and conditions offered by any outside party, it being the intention that the parties to this contract shall always have the refusal of the purchase of the interest of the other parties before said interest shall be sold to any person or persons not a party hereto.

It is further agreed that after the completion of said well, Ivan L. Tilden is to have the management of the property hereinbefore described.

If the said first well drilled according to the terms hereof should be a nonproducing well or a nonpaying well for either oil or gas, all the equipment and property furnished on said property by second parties shall revert to them and be theirs absolutely.

This contract executed in Quadruplicate this 18th, day of August A. D. 1909.  
All alterations and corrections made before signing.

Edward C. Ryan

Henry N. Greis

Ivan L. Tilden.

STATE OF OKLAHOMA,  
COUNTY OF TULSA.

BEFORE ME, Lydia Compton, a Notary Public, in and for said County and State, on this 18th, day of August A. D. 1909, personally appeared Edward C. Ryan, Henry N. Greis and Ivan L. Tilden, to me known to be the identical person who executed the within and foregoing instrument and severally acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Lydia Compton, Notary Public

(SEAL) My commission expires July 19, 1913.

Filed for record at Tulsa, Okla., Aug. 21, 1909, at 2 o'clock P. M.

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

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