

STATE OF OKLAHOMA, )  
 : SS.  
 T U L S A COUNTY. )

BEFORE ME, Ella Smith, a Notary Public, within and for the said County and State, on this 23<sup>rd</sup> day of August A. D. 1909, personally appeared Grace McHenry, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her ~~free and~~ voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my <sup>notarial</sup> official seal, the day and year last above written.

Ella Smith, Notary Public.

(SEAL) My commission expires Feb. 10, 1913.

Filed for record at Tulsa, Okla., Sep. 3, 1909, at 9 o'clock A. M.

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

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#### A G R E E M E N T.

THIS AGREEMENT, made and entered into this 1st, day of September 1909, by and between John F. Jones, party of the first part, and R. C. Brady, party of the second part:

WITNESSETH: That for and in consideration of the sum of Seven Hundred (\$700) Dollars cash in hand paid, receipt of which is hereby acknowledged, the party of the first part sells, assigns, transfers and conveys unto the said second party, all his rights, title and interest in and to the:

South West Quarter ( $\frac{1}{4}$ ) of the North East Quarter ( $\frac{1}{4}$ ) of Section Three (3), Township Nineteen (19) North of Range Twelve (12) East, less the right of way of the Missouri, Kansas & Texas Railroad, and Containing Forty (40) acres more or less. according to the survey thereof; and said first party further assigns, transfers, sells and conveys to the second party a certain agreement of this date, made and entered into by and between C. A. Owen, party of the first part, and John F. Jones, second party, wherein and whereby the said C. A. Owen agrees to convey to the said John F. Jones all the above described premises situated in Tulsa County, Oklahoma, and in which contract said C. A. Owen agrees to convey the said premises by good and sufficient instrument of conveyance, reserving the oil and gas thereon, therein or thereunder, together with the right to go upon said the said premises and remove the said oil and gas by himself, his agents or his lessee, and in which agreement the said John F. Jones agrees to pay Fifty (\$50) Dollars per acre for the above described land, Five Hundred Dollars (\$500) of which purchase price has been paid, and the receipt thereof acknowledged in said written contract, and first party hereby sells, assigns, transfers and conveys to second party all his rights under and by virtue of the said contract, and all his rights in and to said lands and all the right of first party to receive the conveyances of said lands and demand the same and all the rights of action of first party against the said C. A. Owen, accrued or accruing <sup>or that may</sup> ~~thereby~~ accrue under and by virtue of said contract.

Second party agrees to perform all the conditions and obligations in said agreement contained to be performed by the said John F. Jones.

IN WITNESS WHEREOF THE PARTIES HERETO have set their hands, the day and year first above written.

John F. Jones

R. C. Brady.