

part hereby agrees to accept such performance as the performance of said second party.

The party of the second part hereby reserves unto itself and excepts from this contract sufficient gas for use in drilling said land and developing and operating the same for oil and gas mining purposes.

This contract shall be binding and in full force and effect against the heirs and assigns of the party of the ^{first} second part, and the successors and assigns of the party of the ^{second} part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year first above written.

PAGE AND JOSEY.

(CORPORATE SEAL)

BY CHAS PAGE

BY R. A. JOSEY

ATTEST: ESTHER MAGNUSON, SECRETARY.

MARGARET OIL COMPANY

BY CHAS. PAGE, PRESIDENT.

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

BEFORE ME, a Notary Public, in and for said County and State, on this 25th, day of June 1909, personally appeared Charles Page and R. A. Josey, 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.

Claude F. Tingley, Notary Public.

(SEAL) My commission expires Sept. 17th, 1910.

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

BEFORE ME, Claude F. Tingley, a Notary Public in and for said County and State, on this 25th, day of June 1909, personally appeared Charles Page, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and Acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Claude F. Tingley, Notary Public.

(SEAL) My commission expires Sept. 17th, 1910.

EXHIBIT 3"

THIS AGREEMENT, Made and entered into this 25th, day of June 1909, by and between the Tithing Oil Company, a corporation of Tulsa, Oklahoma, party of the first part, and the Margaret Oil Company, a corporation of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the sum of (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance of the covenants and agreements to be performed by the party of the second part, as hereinafter set out, does hereby agree to bargain and sell unto the party of the second part, all the gas now being produced by the party of the ^{first} part, and such as may hereafter be produced from the following described land, to-wit:

The North Half of the South West Quarter (N $\frac{1}{2}$ SW. $\frac{1}{4}$) of Section Twelve (12) Township Eighteen (18) North, Range Eleven (11) East; and the South Half of the North West Quarter (S $\frac{1}{2}$ NW. $\frac{1}{4}$) of Section Twelve (12), Township Eighteen (18) North, Range Eleven (11) East/ West Half of the South East Quarter (W $\frac{1}{2}$ SE. $\frac{1}{4}$) of Section Seven (7) Township Eighteen (18) North, Range Twelve East and the North West Quarter of the North East Quarter (NW. $\frac{1}{4}$ NE. $\frac{1}{4}$)