

Filed for record at Tulsa, Okla Dec 7, 1910 at 2 P.M.

H.C. Walkley, register of Deeds (seal)

AGREEMENT.

THIS AGREEMENT made and entered into on this 29th day of November 1910 by and between John Berryman and Anna Berryman, his wife, of Tulsa, Oklahoma, parties of the first part, and G.T. Braden of Pittsburg, Pa party of the second part.

WITNESSETH: That said party of the first part for and in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations in hand paid, at and before the ensembling and delivery hereof, receipt whereof is hereby acknowledged, do hereby acknowledge that said second party is the legal owner of an oil and gas mining lease dated November 26th 1906 and executed by them to The Industrial Gas company on the following described lands, to-wit:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$; lots 7 and 8; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ of W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 3 T. 19 N. R. 13 E. 113.74 acres, more or less in Tulsa county, Oklahoma, and

Whereas, certain gas wells have been drilled by the second party on lands adjacent to the above described, which first parties believe to be damaging their property by drainage and a proposition has been made to them by the second party to pay them a rental in lieu of offsetting said wells on their lines:

Therefore, for and in consideration of the sum above mentioned and the further benefits to be derived from this contract, first parties do hereby release the second party from his obligation to drill offset wells as above indicated and do hereby agree to accept in lieu of said offset wells the sum of Two hundred dollars annually payable sum annually in advance on the 12th day of September and the 12th day of March of each year, said payments to be made direct or by deposit in the Bank of Oklahoma, Tulsa, Oklahoma, to the credit of said first parties, but it is not understood by the parties hereto that this contract shall be in force after the wells on adjoining properties shall have been exhausted or cannot be further utilized profitably nor will anything herein be construed as preventing said second party from entering the afore described premises and drilling additional wells thereon when is his business judgment he shall deem it advisable or desirable to do so.

This agreement shall extend to and bind the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof said parties have hereunto set their hands and seals the and year above mentioned

John Berryman
Anna Berryman

G.T. Braden

State of Oklahoma Tulsa County SS.

Before me Charles R. Gilmore, a Notary Public in and for said county and state, on this 29th day of November 1910, personally appeared John Berryman and Anna Berryman, 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.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

(seal)

Charles R. Gilmore, Notary Public

My commission expires Oct 1, 1913.