

State of Missouri, County of Jackson, SS.

Before me **W.S. Grant, Peabody**, the undersigned, a Notary Public in and for said county and state on this 27th day of August 1910, personally appeared **C.H. Kirshner** to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Aug. 12, 1912.

(seal)

U.S. Grant Peabody, Notary Public.

Filed for record at Tulsa, Okla Sep. 30, 1910 at 10:20 A.M.

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

COMPARED

CONTRACT.

This Agreement made and entered into this 11th day of April 1905, by and between **Vera McBirney**, of Tulsa, Indian Territory, party of the first part and **Jesse R. Leonard of Bever**, Pennsylvania, party of the second part, is to be construed in connection with, as supplementary to and is hereby made a part of a certain oil and gas mining lease, of date March 31st, 1905, and in which said gas and oil mining lease the said first party is herein named as party of lessor and the said second party herein is named as party lessee and which said lease embraces the following described tract of land in the Creek Nation, Indian Territory, to-wit:

The South Half of the North East quarter of Section Twenty three, township nineteen, North range twelve East, containing eighty acres, more or less.

WITNESSETH, Said party of the second part hereby agrees to pay to the said party of the first part as bonus on the above described lease, the sum of \$1500.00 which said sum is payable in the manner following: \$750.00 cash in hand paid, the receipt whereof is hereby acknowledged, and the balance of \$750.00 cash is to be deposited in the Bank of Commerce, Tulsa, Indian Territory, and is to be paid to said first party upon the happening of either of the following named conditions.

First: Immediately upon the signing of a valid lease upon the removal of the restrictions upon the alienation of the land of the first party or,

Second: Immediately, upon the approval of the lease entered into above described, by the Secretary of the Interior.

And it is agreed by and between the parties hereto that the money so paid as bonus as above set out, or any part thereof, shall not in any wise be considered as an advanced royalty or any part of same.

It is further provided and agreed that the said cash payment of \$750.00 as above set out and the said balance of \$750.00 to be deposited as above mentioned, shall be forfeited to the said party of the first part, if the said party of the second part or his representatives fail to fulfill the requirements exacted by the Secretary of the Interior as to the fitness of the said party of the second part for drilling and operating in the Creek Nation, and all other things necessary to the completion of this contract, within one year from the date of this agreement. And said first party hereby agrees to do everything in