

pleted to a depth at which oil or gas producing sand is usually found in the vicinity of said premises, and if oil is found in paying quantities parties of the second part shall deliver unto original lessors in tanks or pipe lines one eighth of the oil produced and saved from said premises as provided in said original leases and shall in addition thereto deliver to Solon Oil Company in tanks or pipe lines one sixteenth of all oil produced and saved from said premises; and should gas be found on said premises in paying quantities the second parties shall pay unto the original lessors one hundred fifty (\$150.00) dollars yearly in advance, as provided in said original lease and shall in addition thereto pay to the Solon Oil Company for each gas well the sum of fifty (\$50.00) dollars ^{in each party, the second part shall as above provided and find and produce oil in} per year while the product thereof is being sold off of the premises, above described, they shall have the sole and exclusive right to use said premises for the purpose of producing oil and gas therefrom for the terms as provided in said above described leases.

It is further understood and agreed between the parties hereto that said parties of the second part agree to carry out and perform all the conditions encumbent upon the first party to carry out and perform ~~in~~ the above described leases if oil or gas is found on any one or more of the tracts of land above described.

It is further understood and agreed between the parties hereto that if the parties of the second part do not commence operations within a period of sixty days from above date and continue the same as above provided, then this agreement shall thereupon become wholly null and void and second parties shall immediately upon demand execute a release thereof.

The interests of the second parties in and to this agreement are as follows: Dan Danciger one half and Rogers & Ladd one half.

This agreement extends to and binds the heirs, successors and assigns of the parties hereto.

In witness whereof this instrument was duly executed on this 26th day of September 1910.

(Corp Seal)
Attest: R.R. Poe, Secretary.

Solon Oil company
By R.W. Kellough, president.

State of Oklahoma County of Tulsa, SS. Dan Danciger

J.H. Rogers *L.W. Ladd*

Before me, the undersigned Notary Public within and for said county and state personally appeared R.W. Kellough, 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 signed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and seal on this 26th day of September, 1910.

(seal)

J.P. Alexander, Notary Public.

My commission expires Jan 3, 1914.

State of Missouri, County of Jackson, SS.

Before me, the undersigned, Notary Public in and for said county and state, personally appeared Dan Danciger, to me known to be the identical person who signed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.