

The said deed to said real estate to be delivered at the office of attorney C. H. Simon, in the Friend-Jones Bldg. on demand of the party of the second part, any time within ninety days from date of this instrument, on the payment to the party of the first part the remainder of the purchase price of \$10500.00 after subtracting and deducting the added amounts of all mortgages now of record against said real estate.

C. H. Hatcher, Jr.  
Party of the second part.

Maudie Kinkaid  
Party of the first part.  
Lindsay Kinkaid

State of Oklahoma, county of Tulsa, SS.

Before me, Chas H. Simon a notary public in and for the county of Tulsa, and state of Oklahoma, personally appeared Maudie Kinkaid and Lindsay Kinkaid her husband & C. H. Hatcher, Jr., on the 27th day of January, 1911, and who are to me known to be the identical persons who signed and executed the within and foregoing instrument and they acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes and consideration therein named and set forth.

Witness my hand and notarial seal this 27th day of January, 1911.

(SEAL)

Chas H. Simon, notary public.

My commission expires January 4, 1914.

Filed for record at Tulsa, Okla., Feb 3, 1911, at 11:50 A. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

AGREEMENT.

This memorandum of agreement made and entered into this 1 day of Feb 1911, by and between Robert W. Armstrong of Huntingburg, Indiana, party of the first part, and Lucas Oil Company, of Tulsa, Oklahoma, party of the second part, witnesseth:

That where, on the 22nd day of August, 1910, one David A. Shipman, executed and delivered to one, P. J. White an oil and gas mining lease upon the following described lands lying and being situate in the county of Tulsa, state of Oklahoma, to-wit:

E2 of NW4 and east 24 acres of lot 3, all in section 7, township 18 north, range 13 east (and other lands), and that said oil and gas lease was filed for record in the office of the register of deeds for Tulsa, county, on the 29th day of August, 1910, and recorded in book 92, at page 173; And,

Whereas, thereafter the said P. J. White, assigned all of his right, title, and interest in and to said lease aforesaid to the Lucas Oil Company; And,

Whereas, the said David A. Shipman, on the 26th day of November, 1910, transferred, sold and delivered to said party of the first part said lands above described; that said deed was filed for record in the office of the register of deeds for Tulsa county, on December, 10, 1910, and recorded in deed record 87, at page 547; And,

Whereas, among the terms and provisions of said lease aforesaid it was provided that a well should be drilled and completed on the premises described in said lease within six months from the date thereof; And,

Whereas, it is the desire of the party of the first part to extend the time of drilling and completing said well for a period of forty days in order that said lands might be tested for oil and gas purposes;

It is therefore understood and agreed between the parties hereto that the said party of the first part for and in consideration of the sum of one dollar (\$1.00) to him in hand paid by party of the second part, receipt of which is hereby acknowledged, and the farther consideration on the part of the party of the second part to commence drill-