

lien shall remain in full force and effect, and may be enforced or foreclosed against all of said property to secure the payment of any balance ~~so~~ remaining due and unpaid: And it is further understood ~~and~~ agreed, that ~~any~~ balance of the One Hundred Seventeen Thousand, Five Hundred, (\$117,500.00) Dollars, which may not be ~~paid~~ out of the oil produced, shall be and remain a liability against said property but to be paid only out of the property herein conveyed, or the proceeds thereof, but there shall be no lien or claim hereunder on anything hereafter placed on said lands or leases by Producers Oil Company.

Now, when the above and foregoing covenants shall have been kept and performed by said Producers Oil Company, and the aforesaid balance of the purchase price of said property shall have been paid, the parties receiving payment shall execute and acknowledge and deliver to said Producers Oil Company a release in due form.

The covenants and conditions herein contained, shall be deemed to run with the land and leases, and shall continue until the aforesaid balance of the purchase price is fully paid. They shall also extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Producers Oil Company assumes and agrees to pay the expenses of developing and operating on any of the aforesaid lands since 12 o'clock, P. M., September 27th, 1909, it being understood that this contract relates back to that time. Attached hereto and made a part hereof, and marked "Exhibit A", is a list of property now on said leases, and included in the lien hereby provided.

This agreement shall be executed in four (4) original duplicates, and one copy thereof delivered to Producers Oil Company; one to H. F. Sinclair, Independence, Kansas; one to P. J. White, Tulsa, Oklahoma, and one to Thomas White, Tulsa, Oklahoma.