

MISCELLANEOUS RECORD No. 207

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ASSIGNMENT

Refiners Production Company

to

Walter G. Johnson

State of Oklahoma, Oklahoma County, ss

This instrument was filed for record June 2, 1932, at 11:53 a. m., and duly recorded in Book 207, Page 482. Fee, \$3.50.

B. E. Corrigan, County Clerk

By Conley, Deputy.

Whereas, on the 23rd day of July, 1930, a certain community oil and gas lease was made and executed by the following named owners, (lessors) of lots herein after described in Block 11, South Highlands Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof on file in the County Clerk's Office of Oklahoma County, Oklahoma, (South Highlands Addition being a subdivision of a part of the Northeast Quarter of Section Ten (10), Township Eleven (11) North, Range Three (3) West, Oklahoma County, Oklahoma,) in which lease Hall & Briscoe Inc., a corporation is lessee, to-wit:

J. C. Davis, a single man, owner of Lots 7 and 8, Block 11, South Highlands Addition, aforesaid;

H. H. H. King (also known as Harry King) owner of Lots 9 and 10, Block 11, South Highlands Addition, aforesaid;

W. B. Buchanan and E. P. Buchanan, husband and wife; F. C. Hall and W. B. Hall, husband and wife; Powel Briscoe and E. F. Briscoe, husband and wife, owners of Lots 11, 12, 13, 14, 15 and 16, in Block 11, South Highlands Addition, aforesaid;

which said lease is duly recorded in Book 118, page 614, County Clerk's office of Oklahoma County, Oklahoma, and

Whereas, a certain community oil and gas lease was made and executed on the 20th day of September 1930, by Kate Cunningham and J. T. Cunningham, her husband, owners and lessors to Hall & Briscoe, Inc., a corporation, as lessee, covering Lots 5 and 6, Block 11, South Highlands Addition, aforesaid, which lease is duly recorded in Book 129, page 384, County Clerk's office, Oklahoma County, Oklahoma; and,

Whereas, a certain community oil and gas lease was made and executed on the 5th day of November, 1930, by and between Miller K. Hinds and Lenora V. Hinds, husband and wife, as lessors, to Hall & Briscoe, Inc., a corporation, as lessee,

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covering Lots 1, 2, 3, and 4, Block 11, South Highlands Addition, aforesaid, which lease is duly recorded in Book 141, page 553, County Clerk's office of Oklahoma County, Oklahoma; and,

Whereas, said community oil and gas lease and all rights thereunder or incident thereto, covering the above described land, are now owned by Refiners Production Company, an Oklahoma Corporation, by assignment from C. L. Norris, which said assignment is duly recorded in Book 199, page 232, County Clerk's office, Oklahoma County, Oklahoma, and

Whereas, the said Refiners Production Company, hereinafter referred to as Assignor is desirous of selling an undivided one-sixteenth (1/16th) interest in and to the three-quarters (3/4ths) working interest of Assignor above named, which said working interest is three-quarters (3/4ths) of the total oil and gas produced from said Buchanan Well #1, over and above the one-eighth (1/8th) royalty reserved to lessors in said leases and the one-eighth (1/8th) overriding royalty reserved to C. L. Norris, as assignor of Refiners Production Company, the Assignor herein, and Walter G. Johnson, hereinafter called Assignee, is desirous of buying said undivided one-sixteenth (1/16th) interest in said three-quarters (3/4ths) working interest in said oil and gas mining lease and Buchanan Well #1, aforesaid.

Now Therefore, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by said above named Assignee, receipt of which is hereby acknowledged, and other good and valuable considerations, together with the conditions, covenants and agreements hereinafter contained, set forth and to be performed and kept by the parties hereto, their heirs, executors, administrators, successors and assigns, the said Assignor doth hereby assign, set over, transfer and convey unto said Assignee his heirs, executors, administrators and assigns, an undivided one-sixteenth (1/16th) of three-quarters (3/4ths) working interest in and to the oil and gas mining lease aforesaid, and all rights thereunder or incident thereto, insofar as the same covers the above described real estate, including the drilling of said Buchanan Well #1,

Provided however, that as a further consideration for this assignment the said Assignee, his heirs, executors, administrators and assigns shall pay to Assignor and C. L. Norris and Hugh Hodges Drilling Company, as their interests may appear, one sixteenth (1/16th) of the sum of One Hundred Thirty Thousand Dollars (\$130,000.) or Ten Thousand, Eight Hundred Thirty-three and 33/100 Dollars (\$10,833.33) out of one-sixteenth (1/16th-- of Assignee's one-sixteenth (1/16th) interest hereunder, that is to say, Ten Thousand, Eight Hundred Thirty-three and 33/100 Dollars (\$10,833.33) in

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oil out of one-sixteenth (1/16th) of the three-quarters (3/4ths) working interest in the oil as and when produced, saved and sold from Assignee's one-sixteenth (1/16th) interest in the leased premises aforesaid.

It is the purpose and intent of this instrument to transfer to Walter G. Johnson an undivided one-sixteenth (1/16th) interest in said three-quarters (3/4ths) working interest in said Buchanan Well #1, Refiners Production Company, subject to the payment out of the oil produced and saved from said one-sixteenth (1/16th) working interest aforesaid as and when produced and saved of Ten Thousand, Eight Hundred Thirty-three and 33/100 Dollars (\$10,833.33) as his agreed share of the remaining cost of drilling and equipping said Buchanan Well #1, upon the aforesaid leasehold and in the event said Buchanan Well #1 should not produce oil or gas in paying quantities or sufficient to pay the cost of drilling said well, then Assignee, his heirs, executors, administrators and assigns will not be liable for any part or share thereof beyond his share of oil or gas produced, saved and sold therefrom. Provided however, that Assignee shall be liable for his full proportionate share of the cost of operating said well, namely, one-sixteenth (1/16th) of the same which is chargeable to the working interest aforesaid, and Assignor is hereby appointed to act as Trustee or Agent for said Assignee, his heirs, executors, administrators and assigns, in reference to the operation, caring for, producing, storing and marketing of oil and gas from said well, and shall have the power to do all things necessary and expedient in the management and operation of said property.

And, for the same consideration the undersigned, for itself, its successors and assigns or representatives, does covenant with said Assignee, his heirs, executors, administrators and assigns that it is the lawful owner of said lease and all rights and interests thereunder and has good right and authority to sell and convey the interest hereby assigned, subject only to the charges and liabilities hereinabove set forth, and that all rentals due and payable under said lease have been duly paid.

In witness whereof, the parties hereto have executed this agreement this 7th day of April, 1932.

Attest: Dean Stagg

Secretary

(Corporate seal)

REFINERS PRODUCTION COMPANY

By B. F. Green, President

Assignor

Walter G. Johnson

Assignee

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State of Oklahoma

SS

County of Tulsa

Before me, a Notary Public in and for said County and State, on this 12 day of April, 1932, personally appeared B. F. Green, to me known to be the identical person who subscribed the name of Refiners Production Company to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Kitty Todd, Notary Public.

My commission expires: May 8, 1933.

(Notarial seal)

State of Oklahoma

SS

County of Tulsa

Before me, a Notary Public, in and for said County and State, on this 12 day of April, 1932, personally appeared Walter G. Johnson, 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.

Witness my hand and official seal the day and year last above written.

Kitty Todd, Notary Public.

My commission expires: May 8, 1933.

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE

Know all men by these presents That I, W. G. Johnson, the within named assignee, for and in consideration of the sum of One Dollar (\$1) and other good and valuable considerations to me in hand paid by Centorp Corporation, a corporation, of the State of Delaware, receipt of which I do hereby acknowledge, have granted, assigned, transferred, set over and conveyed to said Centorp Corporation, its successors and assigns, all my interest in and to the undivided one-sixteenth (1/16th) working interest described in the within instrument, dated April 7, 1932, from Refiners Production Company to W. G. Johnson, in and to a certain Community Oil and Gas Lease therein described, executed by J. C. Davis, et al., said lease and all interests thereunder or incident thereto having been acquired by Refiners Production Company, lessee, subject to all the terms, covenants and conditions of the said within instru-

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ment on my part to be performed,

To have and to hold same unto the said Centorp Corporation, its successors and assigns forever:

Provided However this assignment is hereby made as collateral security to said Centorp Corporation for the payment of a note, or series of notes, aggregating the principal sum of not to exceed Fifty Thousand Dollars (\$50,000), made by W. G. Johnson, Louis W. Pratt and B. F. Green, to said Centorp Corporation and payable on or before May 1, 1934, with interest thereon at the rate of 6% per annum, payable quarterly, according to the terms and conditions of an agreement dated April 1, 1932, a full, true and correct copy of which is hereto attached and made a part hereof; and upon the repayment of all of said notes evidencing said loans, together with interest thereon, on or before the maturity date of said notes, this assignment shall be void, but if payment of all of said notes, together with interest thereon at the times and places expressed in said notes, and in any event not later than May 1, 1934, is not made, then this assignment shall continue in full force and effect without any further rights or interest of the undersigned thereunder.

In witness whereof I have hereunto set my hand and seal this 1st day of May, 1932,

Witness -----

W. G. Johnson

State of Oklahoma

ss

County of Tulsa

Before me, a Notary Public in and for the said county and state, on this 25th day of May, 1932, personally appeared W. G. Johnson, 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.

Witness my hand and official seal the day and year last above written.

Dean Stagg, Notary Public.

My commission expires 1-30-36

(Notarial seal)

4/1/1932

MEMO OF AGREEMENT BETWEEN THE CENTORP CORPORATION PARTY OF THE FIRST PART
HEREINAFTER CALLED "CENTORP" AND L. W. PRATT B. F. GREEN AND W.G. JOHNSON,
PARTIES OF THE SECOND PART.

