

MISCELLANEOUS RECORD No. 304

corporation, Limited, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Secretary, 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.

My commission expires November 10, 1937 KATHARINE M. PAUL, Notary Public (Notarial Seal)

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10 AGREEMENT

B. L. Chadwell TO C. H. Phillips

PROOF READ By [Signature] T. J. [Signature]

State of Oklahoma, Oklahoma county, ss:

This instrument was filed for record Sep 19, 1934, at 4:38 P.M. and recorded in Book 304 of Misc. at Page 207. Fee 2.60

Helen Nix, County Clerk By Cunningham Deputy

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This agreement made and entered into this 17th day of August, 1934, by and between B. L. Chadwell, hereinafter referred to as party of the first part, of Oklahoma City, State of Oklahoma, and C. H. Phillips individually and C. H. Phillips doing business as the Specialty Syndicate, a company duly organized and existing under and by virtue of the laws of the State of New York with certificate filed in the County Clerk's office in the County of New York, hereinafter referred to as party of the second part,

Whereas, the said party of the first part is the owner in fee simple of certain fractional undivided interest in oil, gas and other mineral (rights, known as oil royalties, and

Whereas, the said party of the first part has made, executed and delivered to the said party of the second part certain mineral deeds hereinafter described for the sole and distinct purpose of having the said party of the second part act as the agent and representative of the said party of the first part,

Now, Therefore, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, it is agreed as follows:

First, that the said party of the first part has made executed and delivered certain mineral deeds hereinafter described and delivered the same to the said party of the second part and that the said party of the second part has recorded the same and now appears to be the owner of record of said property.

That the property covered by this agreement is described as follows: PROPERTY DESCRIPTION

19/1152nd of 7/8 W.I. in the Phillips Everest, located in the the Tappan Heights Addition to Oklahoma City, Oklahoma, Sec. 15, Twp. 11N, Rge 3W, same being Lots 1 to 75, Block 20 Tappan Hts. Sub of Blocks 13, 14 and 20, Fruitland Addition.

1/330.56 of 1/8 R.I. (1/2 acre) in I.T. I.O. Nettie Emerson, located in Lots 3 & 4 and the E 1/2 of SW 1/4 of Sec. 30, Twp. 11N, Rge 2W, of Oklahoma County, Oklahoma.

2/480ths of 7/8 W.I. in the Shaffer Giles, located in the SW 1/4 of Section 15, Twp. 11N, Rge 3W, Oklahoma County, Oklahoma.

It is further agreed that payments in part may be made as frequently as the party of the second part wishes to arrange, and that these items be applied on certain fractional parts of interest party of, second part desires to be released.

(Further clarified on accounting as per attached letter dated August 17, 1934 and signed by C. H. Phillips). all of which property is now of record in the County Clerk's office in the County of Oklahoma, State of Oklahoma.

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It is expressly understood and agreed that all of the said above described property is merely delivered to the said party of the second part for the sole and distinct purpose of selling the same for and on behalf of the said party of the first part, her, heirs, successors and assigns and that the said party of the second part hereby agrees that no consideration has heretofore passed for the conveying of said property, but merely as a matter of convenience the said deeds were executed and delivered to the said party of the second part.

The said party of the second part hereby agrees that as and when the said property is sold that he will account to the said party of the first part, her heirs, successors and assigns for the proceeds of any sale, less such deductions for expense and commissions as the said party of the second part may incur in the sale, transfer or assignment of said property hereinabove described.

This agreement shall be in effect for a period of thirty (30) days from the date hereof and in the event that the said property is not sold or disposed of or paid for in accordance with this agreement, the said party of the second part agrees that he will reconvey the said property to the said party of the first part, her heirs, successors or assigns,

The said party of the second part represents that he has not heretofore sold, disposed of, hypothecated, pledged or in any other wise encumbered said mineral property or deeds hereinabove referred to by the legal description and that the same are free and clear of all encumbrances, merely standing in the name of the said party of the second part as to the legal title and that the equitable title and lawful owner of the said property hereinabove described is the said party of the first part.

The said party of the second part hereby agrees to and with the said party of the first part, her heirs, successors and assigns, that he will make, execute and deliver any and all necessary documents, papers and writings necessary to reconvey the same to the said party of the first part without any expense attached thereto.

It is further mutually understood and agreed between the respective parties that the said party of the second part is merely acting as the agent and representative of the said party of the first part and that he warrants that no dower or other rights have accrued or attached to any other person or persons by reason of the conveyance hereinabove referred to and that in the event any such right has attached, or will hereinafter be attached, that he will cause the said party to release the same.

It is further mutually understood and agreed that insofar as the force, validity and effect of this instrument is concerned that the same shall be interpreted by the laws of the State of Oklahoma and that the said party of the first part shall have the lawful right to record this instrument with the same force and effect as if the same were on lawful forms of instruments or deeds required in the respective state wherein the said property is located.

In the event that any of the above described property has been sold, assigned or delivered to any third person and the full proceeds and consideration of such sale has not been received by the said party of the second part, that then and in that event the said party of the second part hereby sells, assigns and sets over to the said party of the first part, her heirs, successors and assigns all his right, title and interest in and to the proceeds, monies or other consideration for the same and hereby appoints the said party of the first part his true and lawful attorney to sue, compromise or do anything the said party of the second part might do to recover the same and to sue in the name of the said party of the second part for the recovery of said money and any and all expenses, legal fees, or otherwise attached thereto for the recovery of said monies shall be charged to the said party of the Second part and in the event that the said party of the second part has received full consideration for the sale and transfer of any of the property hereinabove described, that then the said

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MASTER CRAFT CORPORATION, KALAMAZOO, MICH. - 4K3208-10

party of the second part agrees to and with the said party of the first part, her heirs, successors and assigns, that he will turn over the proceeds so received within a period of thirty (30) days from the date of this agreement.

This agreement shall be binding upon both parties, their heirs, successors and assigns.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

B. L. CHADWELL

C. H. PHILLIPS

State of New York, County of New York, ss:

B. L. Chadwell and C. H. Phillips, being first duly sworn, depose and say:

That they have read the contents of the above agreement and know the contents therein to be true except as to matters therein stated upon information and belief and as to those matters they believe them to be true.

Sworn to Before me this August day of 18, 1934.

MARY JANE MASON

Notary Public New York County Clerk's No 477, Register's No. 5-M-636 Commission expires March 30, 1935.

(Notarial Seal)

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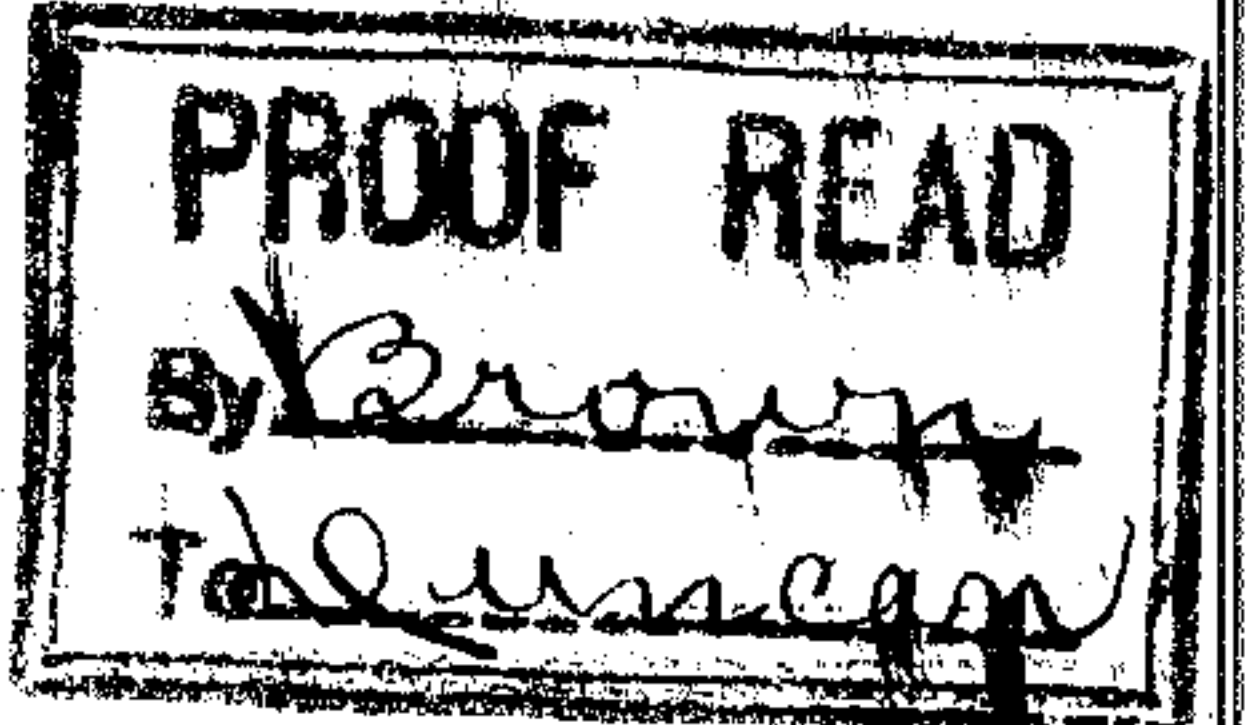
ASSIGNMENT OF AN UNDIVIDED INTEREST OF OIL PAYMENT

Ida Hasley

TO

Charles H. Mee

State of Oklahoma, Oklahoma County, ss:



This instrument was filed for record Sep 19, 1934, at 8:31 A.M. and recorded in book 304 of Misc. at Page 209. Fee \$1.25

Helen Nix, County Clerk

By McKinnon Deputy

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Whereas, on the thirteenth day of September, 1930, a contract was made and entered into by and between Ida Hasley, and the Anderson-Prichard Oil Corporation and Skelly Oil Company, wherein the said Anderson Prichard Oil Corporation and Skelly Oil Company agreed to pay to the said Ida Hasley Four Thousand Dollars (\$4,000.00) the said sum to be paid from one half of the first oil and/or gas, if and when produced, saved, and marketed from the real estate described as follows to-wit:

South half (S/2) of the Northeast Quarter (NE/4) of Section Thirty (30) Township Thirteen (13) North, Range Three (3) West, I.M.

after the sum of Sixteen Thousand Dollars (\$16,000.00) has been paid ^{to} Our Lady of Perpetual Help Catholic Church, as provided for in an Oil and Gas lease executed to Ida Hasley on the fifteenth day of July, 1930, and duly recorded in Book 15, Page 457, in the office of the County Clerk of Oklahoma County, Oklahoma, said lease having been assigned to Anderson-Prichard Oil Corporation on the 16th day of July, 1930, and recorded in Book 132, Page 127, Miscellaneous records at the office of the County Clerk of Oklahoma County, Oklahoma, and the said Anderson-Prichard Oil Corporation having assigned an undivided one-half (1/2) interest in said lease to the Skelly Oil Company on the 6th day of August, 1930, said assignment being recorded in Book 111, Page 542 on the records of the office of the County Clerk, Oklahoma county, Oklahoma.

And, Whereas, the said above described lease was extended by Our Lady of Perpetual Help Catholic Church under date of July 12th, 1933, extending, ratifying, and continuing the said above described lease for a period of two years from the 15th day of July, 1935.

And, Whereas, on the 12th day of July, 1933, the said Anderson-Prichard Oil Corporation and the said Skelly Oil Company entered into an agreement with Ida Hasley, extending ratifying and continuing the said above described oil payment contract for a period of two