

and State, on this 31st day of July, 1922, personally appeared Chas. Page 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 seal the day and year last above written.

(Seal) E. F. Dixon, Notary Public.

My commission expires July 1, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 4, 1922 at 1:20 O'clock P.M.  
Book 411 Page 266

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.

205834 LB COMPARED MEMORANDUM OF AGREEMENT

THIS AGREEMENT Made and entered into by and between TIDAL OIL COMPANY, a corporation of Oklahoma, as first party and W. P. PHILLIPS of Tulsa, Oklahoma, as second party, WITNESSETH: WHEREAS, first party is the owner of all the oil and gas in, under and produced from the following described tract of land situated in Tulsa County, Oklahoma, to-wit:

Lot 4 and the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 31, Township 21, Range 13 East, together with the right to prospect for, produce, store or remove said oil or gas and such other rights as are necessary or proper for the purposes aforesaid, and, WHEREAS, second party is the owner of said land subject to the outstanding mineral rights and rights in connection therewith held by first party, and, WHEREAS, first party is willing to sell to second party a royalty interest in the oil and gas produced from said land for the consideration and upon the terms and conditions hereinafter set out and second party is willing to purchase said royalty interest for said consideration and upon said terms and conditions.

THEREFORE, For and in consideration of the sum of one (\$1.00) Dollar and other good and valuable considerations in hand paid by second party to first party, the receipt of which is hereby acknowledged, first party does hereby bargain, sell, assign, transfer and set over unto second party, effective as of this date, the equal 1/8th part of all oil produced and saved from said property, delivered to the credit of second party free of cost in the pipe line to which the wells are now or may hereafter be connected.

First party further agrees to pay or cause to be paid to second party 1/8th of the proceeds from the sale of all gas and casinghead gas produced and sold from the said premises, after the date hereof.

It is expressly understood and agreed between the parties that the interest hereby transferred to second party is effective only as to the oil and gas produced on and after July 31st, 1922, and all oil in tanks on the property above connections at said date is and remains the exclusive property of first party.

In connection with the foregoing, it is understood and agreed by and between the parties, that first party is under no obligation whatever to drill offsets to any producing wells existing at this time on any tracts of land adjoining the tract above described and, in this connection, it is agreed in particular that first party shall never be obligated to offset the two producing wells located, one in the SE Corner of the 80 acre tract adjoining this tract to the North and the other located in the NW Corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 31.