

and that said Corporation will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, his heirs, executors, and administrators, against said party of the first part, their successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its Secretary at Tulsa, Oklahoma, the year and day first above written.

Attest:

By Ann Mayer	( CORPORATE SEAL)	Berry-Hart Company
( Secretary or officer required by		Name of Corporation
Company's By-laws)		By Geo. S. Berry
		President

STATE OF OKLAHOMA ,     )  
                                      ) SS.  
County of Tulsa         )

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of January, 1924, personally appeared Geo. S. Berry to me known to be the identical person who subscribed the name of the maker thereof 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 above written.

My commission expires April 3, 1927                     (SEAL)                     Lois Greene, Notary Public

4- Filed for record in Tulsa County, Tulsa Oklahoma, Feby 8, 1924 at 11:45 o'clock A. M.  
in Book 486, page 102

By Brady Brown, Deputy                                     (SEAL)                     O. G. Weaver, County Clerk

250525 C.J.

MEMORANDUM AGREEMENT

COMPARED

MADE AND CONCLUDED, this the 26 day of January, A. D. , 1924, by and between H. W. CRAVENS, and May L. CRAVENS, his wife, of Tulsa County, Oklahoma, parties of the firstpart, and the SHAFFER OIL & REFINING COMPANY, a corporation, of Tulsa, Oklahoma, party of the second part.

WITNESSETH, That whereas, the first parties hereto are the owners of Lots 21 and 22 of Block 3, of the Twin Cities Subdivision in Section 6, Township 19, North, Range 12 East, situate in Tulsa County, Oklahoma. subject to the terms of oil and gas leasehold rights owned by second party.

And whereas, the Shaffer Oil and Refining Company, as such owner of said leasehold interest is operating the

Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 6, Township 19 North, Range 12 East,

out of which the Twin Cities Subdivision above described as been formed and is engaged in the drilling, under the terms of its leasehold, certain oil and gas wells and desires to locate a well to be drilled at a point within the boundary of the South 200 feet of said lots 21 and 22 of Block 3, of said Twin Cities Subdivision and owned by the first parties hereto, and desires to pay to first parties as surface owners the damage caused by such location.

And whereas, the parties hereto have agreed upon the amount of the damages to be paid and it is their desire to express said agreement in writing.

THEREFORE, for and in consideration of the premises, as well as the payment of moneys hereinafter specified, it is understood and agreed, by andbetween the parties hereto, that the said second party Shaffer Oil and Refining Company, may enter upon the south 200 feet of said Lots 21 and 22 of Block 3, of the Twin Cities Subdivision, as aforesaid, and locate