

251488 C. J.

ASSIGNMENT OF CONTRACT. COMPARED

In consideration of the sum of ONE DOLLAR (\$1.00) to me in hand paid by MUNN BROTHERS INC. of TULSA, OKLAHOMA, the receipt of which is hereby acknowledged, I hereby sell, assign, and set over to the said MUNN BROTHERS INC., its executors, administrators and assigns, the within contract, and all my right, title, interest, claim, and demand, of, in, and to the same, and the premises therein described, and hereby authorize the said MUNN BROTHERS INC., on its performance of the covenants, and conditions therein expressed, to demand and receive of the within named B- JACK OIL COMPANY, a corporation, of Sapulpa, Oklahoma, the assignment covenanted in the within contract to be given.

Witness my hand and seal this 19th. day of JANUARY, 1924.

J. E. Fitz Patrick

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

On this 19th day of January, 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared J. E. FITZPATRICK, 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.

My Commission expires June 12, 1926 (SEAL) Margaret K. Quilter, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feb 19, 1924 at 11:50 o'clock A. M.
in Book 486, page 259

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

251489 C. J.

MEMORANDUM OF AGREEMENT. COMPARED

THIS CONTRACT AND AGREEMENT, made and entered into on this the 16th day of January, 1924, between B-Jack Oil Company, a corporation of Sapulpa, Oklahoma, first party, and J.E. Fitzpatrick of Tulsa Oklahoma, second party,

WITNESSETH: That, WHEREAS, first party is the owner of an oil and gas lease executed on the 6th day of March, 1919, by Ellen Colbert as lessor to R. E. Lynch, covering the following described lands situate in Tulsa County, Oklahoma, as follows, to-wit:

The West Half of the Southwest quarter of Section Sixteen (16), Township Nineteen (19) north, Range Twelve (12) East; and,

WHEREAS, first party is now the owner of said lease by assignment; and,

WHEREAS, first party is also the owner of oil and gas leases by assignment covering the following described lands situate in Tulsa County, Oklahoma, to-wit:

The South Half of the Northeast Quarter of Section Twenty-one (21), Township Nineteen (19) North, Range Twelve (12) East,

and is therefore the owner of the oil and gas rights, thereunder as expressed in said oil and gas leases; and,

WHEREAS, both parties hereto are mutually desirous of testing said above described lands for oil and gas below the 1200 feet horizon,

NOW, THEREFORE, it is agreed between the parties hereto, that second party will within thirty days from date hereof commence the drilling of a well, at his option, on either of said above described tracts of land and prosecute the drilling thereof with due diligence to what is known as the "Turkey Mountain" Sand, found at approximately 2,550 feet, unless oil or gas is found in paying quantities at a lessor depth.

Any oil or gas found under the provisions of this contract at a lessor depth than