MEMORANDUM

September 12, 2008

To: Lorraine Refinery PA File

From: Vanessa Peterson, Technical Intern AB RV VP 1/23/13

Re: Current Ownership of said property, Potentially Responsible Parties (PRP) search, and Site Reconnaissance

The Lorraine Refinery Site, as addressed under the given name by the Sanborn Insurance Map of 1923, is located on the northwest quarter of the northwest quarter of Section 29, Township 16 North, Range 9 East; and also the southwest corner of Section 20, Township 16 North, Range 9 East. The site has the coordinates of 35° 50' 33.37" latitude and 96° 23' 09.06" longitude, and the property lies north and west of the St. Louis and San Francisco Railroad right-of-way in Creek County, Oklahoma. The property contains 15.032 acres. The property is divided into a northern portion and southern portion by a county road (currently E0810 Road), and is bordered by the railroad to the east and south while Sand Creek boarders a portion of the property to the west. The site visits were conducted in April 2008, and July 2008.

According to the Sanborn Map, the southern portion of the property was the operational facility and some storage tanks, while the northern portion was primarily storage tanks. Currently, the First Assembly of God Church in Bristow owns the

property, and according to the aerial maps, the church buildings and parking lot appear to be built in the area where the refinery buildings were located in the southern portion of the property. A house belonging to the pastor of the church is located on the southwestern portion of the property. Undeveloped property occupies the northern portion of the property, previously housing the storage tanks.

A search concerning the current ownership of a property formerly occupied by the Lorraine Refining Company located in NW corner of the NW corner of S29 T16N R9E and the SW corner of S20 T16N R9E in Creek County, Oklahoma was conducted by the Creek County Assessor's office whose records indicate that the site belongs to two owners, the First Assembly of God Church and Raymond and Carolyn Yoder.

A detailed title search in the County Clerk's Office indicated that one of the first owners of the site was Joe Abraham. Mr. Abraham sold the property to an industrial owner, the Bristow Oil and Refining Company, which purchased the property in May of 1915 (book 112, page 644). The property was then sold to the Continental Refining Company in September of 1916 (book 130, page 604). J. W. Woodford then received the company in November 1921 (book 271, page 388) and then the property was sold to the Lorraine Petroleum Company in July of 1923 (book 271, page 388). At some point, the Lorraine Petroleum Company became the Lorraine Refining Company. The Lorraine Refining Company then sold the property to Interocean Oil Company in October of 1925 (book 309, page 401). The property was then sold to the Producers Oil Company in February of 1929 (book 371, page 265). The Producers Oil Company then sold the

property to the H. F. Wilcox Oil and Gas Company in June of 1937 (book 402, page 432) as part of an expansion process for the Wilcox refinery. According to a report by the ODEQ in 1994, the Wilcox company area then totaled 110 acres, all of which was sold to Wendel Sandlin in November of 1963. After this, the property in question remained in private ownership, and is currently in possession by the First Assembly of God Church.

There are no schools or daycares located within 200 feet of the site. The church, located on the site, maintains three employees, 2 full-time. The Carolyn Inn hotel is located within ¼ mile of the site. The inn has 36 rooms while 2 adults and 2 children living there full-time. There are 31 residences located within ¼ mile of the site. Sand Creek boarders the west portion of the property. Sand Creek is a small perennial tributary of the Little Deep Fork Creek; it enters Little Deep Fork approximately 3.5 miles downstream of the probable point of entry (PPE). Drainage of the site is primarily to the west, into Sand Creek. During heavy rain, a small perennial stream forms which flows west through the property and eventually joins Sand Creek at the west edge of the property.

The site is a former refinery plant with approximately 25 storage tanks of various sizes, a cooling pond, and around 10 buildings housing refinery operations. All of the refinery buildings have been leveled and replaced with the buildings of the current church. All of the storage tanks have also been leveled. The approximate location of the tanks can be estimated using the Sanborn Maps and noting the location of barren spots of soil.

There were no releases to the air or water observed nor were any unusual odors detected during the on-site reconnaissance. The property was divided into two portions, a southern and a northern, by E0810 road. The reconnaissance of the southern portion revealed five barren areas of soil in, many containing spots of tarry waste. Dale Allen, a member of the First Assembly of God Church for over 20 years, stated that four inches of crude oil were discovered when a cap was broken off an existing pipeline. Mr. Allen also stated that a well dug in 1991 was capped in 1992 due to oil contamination of the water. Mr. Allen also testified that a hydrocarbon sheen on moisture in the ground is visible upon digging 2 to 3 feet. The church often discovers into concrete when digging, most likely due to foundations left over from the refinery. The wastes assumed to be associated with this type of facility include crude oil, tank residues, brine, acid and caustic sludges, heavy metals, petroleum products, coke, sulphur compounds, and solvents.

The northern portion of the property contains parts that are well vegetated with bushes, trees, and long grass. The probable refinery site is bordered by the railroad to the east, a road to the west, and a property fence to the north indicating the edge of the Yoder property. The Yoder house was the only building in current use located on the northern portion of the property. There are a number of old buildings located on the west-central portion, however these buildings are not in use and do not appear to have any relation to the refinery.

Although the area was well vegetated, under the vegetation contaminated looking soil is present that is black in color and has a tar like consistency. Also, copious barren spots with refinery remnants were present all throughout the northern portion of the property to the extent that their size could not be quantified. The barren spots primarily were made up of hard, black material of a hydrocarbon nature. In some locations, a black, tar like liquid was observed oozing through openings in the hard black spots. The Sanborn map indicates the former location the largest on the Lorraine Refinery, and its area is estimated by a large barren area surrounded by trees that is visible in aerial photos.

In the south-central region of the northern portion of the property there is a dike running west to east with a height of about 20 feet. The dike appears to be man-made; however it is of unknown origin. It does not appear to be related to the refinery, and its presence is not indicated on the Sanborn Map.

The general drainage pattern for the northern portion of the property is north to south. However, there are numerous low-lying depressions throughout the property that could collect surface water. At the time of reconnaissance, no intermittent streams were seen.

Attachments:

Sanborn Map

Aerial Photos

Creek County Assessor's Office Data

TO HAVE AND TO HOLD unto the said David Gunsburg and Southwest [illegible] successors or assigns, according to the terms and conditions in said lease. The said David Gunsburg and Southwest Petroleum Co. are to perform all the conditions and covenants mentioned in said lease.

That I am the lawful owner and holder of said Oil and Gas Mining Lease and that I have good right and title to sell and assign the same.

IN WITNESS WHEREOF, he hereunto set his hand and seal the day and year first above written.

Albert H.Hall (SEAL)

STATE OF OKLAHOMA.
COUNTY OF MUSKOGEE.SS.

Before me, Eustace A. Hill a Notary Public, in and for said County and State, on this 21st day of June,1915, personally appeared Albert H.Hall 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 first above written.

Eustace A.Hill.
Notary Public.

SEAL.
My commission expires April 10,1916.

STATE OF OKLAHOMA.
COUNTY OF CREEK.
This instrument was filed in my office for record on JUL. 1,1915, at 8 o'clock A.M. and duly recorded in book 112 at page 643.

GUS L. CORRY, County Clerk.
By, C.M.Maddox, Deputy.

***** 1 8 8 0 6 *****

D E E D.

This indenture made this 22d day of May, A.D. 1915, between Joe Abraham and Fannie Abraham, his wife, of Bristow, Creek County, Oklahoma, parties of the first part, and the Bristow Oil and Refining Company, a corporation, of Bristow, Creek County, Oklahoma, party of the second part;

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Six thousand and five hundred dollars ($6,500.00), cash in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, the Bristow Oil and Refining Company, its assigns and successors, all that certain tract or parcel of land with the buildings thereon standing situated about one mile north of the [illegible] of Bristow, in the County of Creek, State of Oklahoma, and more particularly described as follows, to wit:

All that part of the North-west quarter (NW-4) of the North-west quarter (NW-4) of Section Twenty-nine (29), Township Sixteen (16) North, Range Nine (9) East, lying north and west of the St. Louis and San Francisco Railroad right-of-way in Creek County, State of Oklahoma, containing about seven and one-half (7,1/2) acres, more or less;

Together with the buildings, improvements, machinery and gasoline plant thereon located and the appurtenances thereunto belonging; also two certain wooden oil tanks and a quantity of galvanized iron drums used for the conveyance of gasoline, being all the drums except 165 located at Coalton, and owned by C.D.Webster Oil Company and located in various towns and cities in the State of Oklahoma and elsewhere;

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever;

It being the purpose and intention of the parties of first part to convey to the party of the second part, the said Bristow Oil and Refining Company, all the right, title and interest in and to said property acquired by Joe Abraham under and by virtue of a certain trustee's deed of May 19th,1915, from C.J.Benson as trustee in bankruptcy of C.D.Webster Oil Company, bankrupt, to Joe Abraham, as recorded in the Office of the County Clerk of Creek County, Oklahoma, May 25th,1915, and as the same appears of record in Book 111,at page 578 of the records of the said County Clerk.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

Joe Abraham
Fannie Abraham.

(Revenue stamps $6.50 attached and cancelled.)

STATE OF OKLAHOMA.
COUNTY OF CREEK.SS.

On this 22d, day of May,1915, before me, the undersigned a Notary Public, in and for said County and State, personally appeared Joe Abraham and Annie Abraham, his wife, to me known to be the identical persons who subscribed the names of the makes hereof to the aforegoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 22d day of May, A.D.1915.

A.H. Greekmore,
Notary Public.

SEAL.
My commission expires March 4th,1917.

STATE OF OKLAHOMA.
COUNTY OF CREEK.
This instrument was filed in my office for record on JUL. 1,1915, at 8 o'clock A.M. and duly recorded in book 112 at page 644.

GUS L. COREY, County Clerk.
By. J.R.Maddox, Deputy.

**** 16809 ****

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

That Jake Smith heirs of Rufus Murrell of Porter, Oklahoma, in consideration of the sum of Fifteen, $15,00) Dollars, in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto Jack Summers of Haskell, Oklahoma, the following described real property and premises, situate in Creek County, Oklahoma, to-wit:

The East Half of the Southeast Quarter; and the Southwest Quarter of the

Southeast Quarter; and the Southeast Quarter of the Northeast Quarter of

Sec. 24, Township 18 North, Range 8 East.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said Jack Summers, his heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, except.

Signed and delivered this 17th day of May 1915.

Jake Smith his thumb mark.

The name of Jake Smith was written by me at his request and in his presence, and mark made by him in our presence.
H.G.House, Witness to Mark.
Attest: Hoy Harsha.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA.
MCCOMBER COUNTY.SS.
Before me M.A.Morrison a Notary Public in and for said State and County, personally appeared Jake Smith to me known to be the identical person who executed by his mark in my presence and in the presence of H.G.House & Hoy Harsha as witnesses to his mark, the above and foregoing Warranty Deed, 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, and I hereby so certify.

Witness my hand as such Notary Public, at Porter Oklahoma, this 17 day of May, 1915.

M.A.Morrison.

SEAL.
My commission expires December 23,1916.

STATE OF OKLAHOMA.
COUNTY OF CREEK.

This instrument was filed in my office for record on JUL 1,1915, at 8 o'clock A.M. and duly recorded in book 112 at page 645.

GUS L. COREY, County Clerk.
By. J.R.Maddox, Deputy.

33 007

[illegible]

~~[illegible]~~

KNOW ALL MEN BY THESE PRESENTS: That [illegible] company [illegible] the sum [illegible] DOLLARS,

in hand paid, the receipt of which is hereby acknowledged, do [illegible] hereby Grant, Bargain, Sell and Convey unto [illegible] the following described real property and premises, situate in Creek County, State of Oklahoma, to-wit:

[illegible]

~~together with~~ all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, [illegible] heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature;

Signed and delivered this [illegible] day of [illegible] 191[illegible]

~~Signed and delivered in the presence of~~

Witness: [illegible]

[illegible]

STATE OF OKLAHOMA, CREEK COUNTY, ss:

Before me, the undersigned, [illegible] in and for said County and State, on this [illegible] day of [illegible] 191[illegible], personally appeared [illegible] to me known to be the identical [illegible] who executed the within and foregoing instrument, and acknowledged to me that [illegible] executed the same as [illegible] free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.

My commission expires [illegible] Notary Public.

STATE OF OKLAHOMA, CREEK COUNTY, ss:

This instrument was filed for record on the [illegible] day of [illegible] A. D. 191[illegible] at [illegible] o'clock [illegible] M., and duly recorded in Book 150, on page [illegible]

[illegible] County Clerk.

Fee $ [illegible]

33 008

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of November 1925.

(Notary SEAL)
Baltimore MD.

C. Grant Tall
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF MARYLAND,

CITY OF BALTIMORE, SS.

BE IT REMEMBERED, that on this 20th day of November 1925, before me, the undersigned, a Notary Public within and for the City and State aforesaid, came W. D. Bahn, Vice President of Commerce Trust Company, a corporation, duly organized , incorporated and existing under the laws of the State of Maryland, who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation, Trustee as therein set forth.
My commission expires May 2, 1927

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on day and year first above written.

(Notary SEAL)
Baltimore MD.

C. Grant Tall
Notary Public

STATE OF OKLAHOMA
COUNTY OF CREEK
This instrument was filed in my office for record on Dec. 1 1925 9 o'clock A.M. and duly recorded in Book 289 at page 123.

(SEAL)

Erma Morris
County Clerk

---[illegible]---

INDENTURE OF MORTGAGE

TO

THE CENTURY TRUST COMPANY OF BALTIMORE,
AS TRUSTEE

DATED AS OF
Dated July 1st, 1925

[illegible] CORPORATION

[illegible]

[illegible]

[illegible] 1,1925

[illegible]

THIS INDENTURE, made and entered into on the 8th day of October Nineteen hundred and twenty-five [illegible] of the 1st day of July, Nineteen hundred and twenty-five by and between Intercoast Oil Company, a corporation organized and existing under and by virtue of the Laws of the State of Delaware, and hereinafter called the "Corporation" party of the first part and The Century Trust Company of Baltimore, a corporation organized and existing under the Laws of the State of Maryland, hereinafter called the "Trustee," party of the second part;

[illegible], the Corporation has full power and authority to issue negotiable bonds and to secure the payment of such bonds and to [illegible] all of its property, real and personal, wherever situated; and

[illegible], The Corporation desire now to make and issue its First Mortgage Ten Year 7% Convertible Sinking Fund Gold Bonds of which the aggregate amount outstanding at any one time shall never exceed the principal sum of Two Million (2,000,000) Dollars, all of which bonds are to be issued under and in pursuance of, and are to be secured by this Indenture; and

[illegible], the said First Mortgage Ten Year 7% Convertible Sinking Fund Gold Bonds shall be [illegible], and shall be issued in denominations of One Thousand Dollars each, as provided in this Indenture, to be numbered from 1 to 2000, inclusive; and

[illegible], all of the said bonds are to bear interest at the rate of Seven (7) per cent per annum, payable semi-annually on the first days of January and July in each year [illegible] and to be due and payable on the first day of July in the year Nineteen hundred [illegible]-five; and

[illegible], any of said bonds shall be redeemable at any interest paying date before maturity [illegible] hereunder, by payment of the principal and accrued interest

33 009

[illegible]

[illegible] BOND.

1,000 No.....

The Interocean Oil Company, [illegible] existing under the laws of the [illegible] of Delaware, herein [illegible] the "Corporation" for value received, hereby promises to pay on the 1st day of July, 1936, at the office of the Century Trust Company of Baltimore, in the City of Baltimore, to bearer, or if registered to the registered holder of this bond, the principal sum of [illegible] Dollars in gold coin of the United States of the present standard of weight and fineness or the equivalent thereof, and to pay interest thereon from July 1st, 1926, until the payment or redemption of this bond at the rate of seven (7%) per cent at such office in like gold coin or the equivalent thereof, semi-annually on the first days of January and July, in each year, but only upon presentation and surrender of the coupons for such interest attached hereto as they severally mature. All payments made on this bond both of principal and interest, shall be made without deduction for any tax or taxes which the Corporation, its successors or assigns, may be required to pay, levied or assessed thereon under any existing or future laws of the United States, or of any state, county or municipality thereof or any foreign country, and the Corporation covenants to pay the [illegible] United States federal income tax and exemption [illegible] in the manner, and subject to the reservations [illegible] taxes, levies, imposts or assessments of any nature whatsoever, [illegible] or upon the holder hereof [illegible] resident [illegible] in respect of the [illegible] thereon and also to pay [illegible] interest [illegible] in the manner specified in the Indenture hereinafter referred to.

This bond is one of a duly authorized issue of bonds of the Corporation, the aggregate principal amount of which is limited to Ten Million (10,000,000) Dollars, and is issued and to be sold, from time to time, thereafter, subject to certain conditions, on or before July 1st, 1926, all of which are set forth in a certain mortgage or trust indenture dated July 1st, 1926, and duly recorded in the Land Records of Baltimore City, State of Maryland, to which indenture reference is made for a statement of the rights, duties and obligations thereunder of the Corporation and the holders of the bonds issued thereunder and the rights of the holders of the bonds.

The Corporation covenants that [illegible] the [illegible] the sum of one hundred [illegible] Dollars ($100.00) [illegible] Dollars ($[illegible]) [illegible] July 1st, 1926, and thereafter [illegible] the redemption price of the bonds, [illegible] shall be [illegible] in the said Indenture.

This bond is subject to redemption at any interest [illegible] upon [illegible] notice [illegible] the redemption price [illegible] premium [illegible] dollars five per cent (5%) if redeemed on or before July 1st, 1929; four and one-half per cent (4½%) if redeemed after July 1st, 1929, and on or before July 1st, 1932; three and one-half per cent (3½%) if redeemed after July 1st, 1932, all as provided in the said Indenture.

This bond is [illegible] of the option of the holder at any time before maturity or before redemption [illegible] the Corporation [illegible] the face value of [illegible] Dollars ($[illegible]) per share until July 1st, 1931; [illegible] Dollars ($[illegible]) per share [illegible] July 1st, 1931, [illegible] July 1st, 1936, [illegible] one Dollar ($1.00) [illegible] in the said Indenture. [illegible] for redemption, [illegible] the holder hereof [illegible] the bonds [illegible].

No recourse shall [illegible] against any director or officer [illegible] the Corporation, [illegible] liability of stockholders [illegible].

[illegible] the holder of the [illegible] the said Indenture, [illegible] registered or transferred to [illegible].

33 010

and registration hereon, shall not affect the transferability of the coupons for the interest hereon, by delivery merely, and a payment to the bearer thereof shall discharge the Corporation in respect of the interest therein mentioned, whether or not the bond shall be so registered.

Neither this bond nor any coupon for interest thereon shall become or be valid until the bond shall have been authenticated by the certificate endorsed hereon duly signed by the Trustee under said indenture provided. In Witness Whereof, Interocean Oil Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary, and coupons for such interest bearing the fac-simile signature of its Treasurer to be attached hereto, as of the first day of July 19[illegible].

Interocean Oil Company

Attest:....... Secretary

By.............. President

(Corporate Seal)

(Form of Interest Coupon)

No....... $35.00

On the first day of ...... 19..... Interocean Oil Company, will pay to the bearer at the office of The Century Trust Company of Baltimore, in the City of Baltimore or at the office of the Mechanics and Metals National Bank in New York City, at the holder's option unless the bond to which this coupon is annexed shall have been previously redeemed or converted, thirty-five ($35.00) Dollars in the United States Gold Coin, without deduction for the taxes specified in said bond, being a semi-annual interest then due on its first mortgage Ten Year 7% Convertible, SINKING FUND GOLD BOND No.......

Treasurer...............

(Form of Trustees Certificate)

This is to certify that this bond is one of the bonds referred to in the within mentioned Indenture.

The Century Trust Company
of Baltimore
By..........Assistant Secretary.

AND WHEREAS, at a meeting of the stock holders of the Corporation duly called and held, the holders of all out standing stock of the Corporation by their vote, duly authorized the execution of this Indenture and the issue of the bonds hereby secured, as herein provided; and

WHEREAS, at a meeting of the Board of Directors of the Corporation said Board of Directors duly approved the form of this Indenture and did resolve that in behalf of the Corporation, this Indenture be executed by its President or a Vice-President and that the corporate seal be affixed thereto and be attested by its Secretary or an Assistant Secretary; and that this Indenture be acknowledged and delivered to the Century Trust Company of Baltimore as Trustee; that the bonds of the Corporation substantially of the tenor and effect set forth in this Indenture be executed from time to time, in the name and behalf of the Corporation by the President or Vice-President and that the corporate seal be thereunto affixed and attested by the Secretary or an Assistant Secretary of the Corporation; and such bonds be issued, certified and delivered in the manner and upon the terms and conditions and for the purposes set forth in this Indenture; and

WHEREAS, all acts and things prescribed by law and by the By-Laws of the Corporation as conditions precedent to the execution of this Indenture and the issue of the bonds hereby secured, have been duly performed, and the Corporation has executed this Indenture and has issued and delivered to the Trustee for certification the bonds hereby secured, in the exercise of each and every legal right and power in it vested;

NOW, THEREFORE, This Indenture witnesseth; that in order to secure the payment of the principal and the interest of all such first Mortgage Ten Year 7% convertible Sinking Fund Gold Bonds of the Corporation at any time issued and outstanding under this Indenture, and in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of One Dollar to it duly paid by the Trustee, the receipt whereof is hereby acknowledged,

The Corporation, party of the first part hereto, has granted, bargained, aliened, conveyed, sold, assigned, transferred and set over, and does hereby grant, bargain, alien, convey, sell, assign, transfer and set over, unto the Trustee party of the second part hereto, and its successors in the trust hereby created the following described properties, viz.

IN THE STATE OF MARYLAND
1- Curtis Bay.

All those four parcels of land in Baltimore City, formerly in Anne Arundel County:

(1) Beginning for the first parcel at a point where a stone was formerly planted on the Southwest side of the right of way of the Sea Wall Branch of Baltimore and Ohio Railroad and in the division line between the land formerly of the heirs of Robert F. Crisp now belonging to The Prudential Oil Company and land formerly belonging to Curtis Bay Company now belonging to United States Asphalt Refining Company, and running thence binding on said division line south seventy-nine degrees and twenty-six minutes west one thousand three hundred and twenty-two feet and three inches; thence binding on the line of other land belonging to The Prudential Oil Company and

Superintendent, Five Civilized Tribes

[illegible] U. Tank Site [illegible] January 3rd 1917 [illegible]

[illegible] Continental Refining Company, a corporation

Tarma Harjo, Full Blood Creek, Roll [illegible]51

[illegible] Creek [illegible] Okmulgee, Oklahoma

Beginning at the Southwest Corner of Section 20, Township 16, North, Range 9 East; thence North 1090 feet; thence East 790 feet; thence South 53° East, 806 feet to the Right-of-way of the St. Louis & San Francisco Railroad; thence along said right-of-way in a Southwesterly direction 927 feet to where the said right-of-way intersects the South line of said Section 20; thence West 675 feet to the place of beginning; containing 23.6 acres more or less, heretofore assigned to and now owned by Lorraine Refining Company, a corporation, of Tulsa, Oklahoma.

Received
Supt. Five Civ. Tribes
Cashier
Nov. 3 1925
Mail Div. Nov. 3 1925
No. 39452

NOW, THEREFORE, for and in consideration of One dollars, the receipt of which is hereby acknowledged, the said Lorraine Refining Company assigns to the above-named assignee, subject to the approval of the Superintendent for the Five Civilized Tribes, and subject to the approval of the Secretary of the Interior, all the [illegible] field, title and interest of the lessee in said lease, subject to the approval of the Superintendent for the Five Civilized Tribes, Tulsa, Oklahoma. Said assignment to be effective from date of approval by the Superintendent for the Five Civilized Tribes.

IN WITNESS WHEREOF, the said lessee has hereunto set its hand and seal, this second day of November 1925

LORRAINE REFINING COMPANY

Attest. I. H. Patton Jr.
Assistant Secretary (CORP SEAL)

By Geo. W. Snedden,
Vice President

ACKNOWLEDGMENT OF CORPORATION

STATE OF Oklahoma }
Tulsa County } ss.

Before me, a Notary Public in and for said County and State, on this 2nd day of November 1925, personally appeared Geo. W. Snedden & I. H. Patton Jr. each to me known to be the identical persons whose names are affixed to the foregoing instrument as its Vice-President and Assistant Secretary, respectively, 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 said corporation, for the uses and purposes therein set forth.

My commission expires May 29, 1928 (Notary SEAL) Tulsa Co. Nan H. Small,

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF }
County }

Before me, [illegible] in and for said County and State, on this [illegible] day of [illegible], personally appeared [illegible] to me known to be the identical person [illegible] and acknowledged to me that [illegible] executed the same as [illegible] free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires [illegible]

WAIVER OF ASSIGNEE

The undersigned assignee in the above and foregoing assignment, hereby accepts such assignment subject to all the terms and conditions contained in said described indenture of lease, when approved, and the rules and regulations of the Secretary of the Interior now in force, and is further prepared to furnish a bond satisfactory to the Superintendent for the Five Civilized Tribes, and to perform a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, The said assignee has hereunto set its hand and seal, this second day of November 1925

INTEROCEAN OIL COMPANY

Attest. I. H. Patton Jr.
Assistant Secretary (CORP SEAL)

By Geo. W. Snedden
Vice President

CONSENT OF SURETY

The Aetna Casualty and Surety Company, a corporation of Hartford Connecticut, surety for Lorraine Refining Company on the bond covering the lease described herein, hereby consents to the assignment and transfer of said lease as above set forth and agrees that the existing bond shall remain in force and effect covering obligations of assignee.

Dated at Tulsa, Oklahoma this second day of November 1925

Attest. M. J. Fontress
Resident Assistant Secretary

The Aetna Casualty and Surety Company
By A. R. Willcox
Resident Vice President.

(CORP SEAL)

APPROVED: Subject to the conditions attached to the lease.
Washington, D. C., Nov. 24, 1925
S. E. Wallen
Superintendent for the Five Civilized Tribes.

STATE OF OKLAHOMA, }
County of Creek }

Filed in my office for record on the Nov. 28 1925 and duly recorded in Bks. 251 on page 447

Deputy. (SEAL) Brian Morris

Comm's Clerk.

33 012

--11599[illegible]--

[illegible]

[illegible] Investment Company (a corporation) in consideration of value received, [illegible] full [illegible] the [illegible] [illegible] dated the [illegible] day of [illegible] recorded in Book 128 Page 317 [illegible] Records of Creek County, [illegible].

[illegible] property hereby discharged [illegible] released [illegible] said [illegible] is situate in the [illegible], [illegible] described as follows, to-wit:

[illegible] (1) [illegible]

[illegible], The [illegible] Investment Company has caused these presents to be signed by its Vice President [illegible] to be hereunto affixed, at [illegible], Kansas, [illegible]

The [illegible] Investment Company
By [illegible] Dudley
Vice President

Attest:
[illegible]
Asst. Secretary (Corp. Seal)

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

Before me, a Notary Public in and for said County and State on this 10th day of [illegible] 19[illegible], personally appeared [illegible] Dudley to me known to be the identical person who signed the [illegible] and foregoing instrument for The [illegible] Investment Company, (a corporation [illegible], incorporated and existing under and by virtue of the Laws of the State of [illegible]) as its Vice President who is personally known to me to be such officer, 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 said corporation, for the uses and purposes therein set forth. I am familiar with the seal of said The [illegible] Investment Company, and the same was thereto affixed in my presence.

[illegible], I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

[illegible] Ford
Notary Public, [illegible], Kansas

My commission expires [illegible] 19[illegible]
(Seal [illegible]abette Co.)

[illegible]

This instrument was filed in my office for record on [illegible], 19[illegible] at [illegible] o'clock [illegible] and duly recorded in Book 271 at Page [illegible].

[illegible] Lawson
County Clerk

(Seal)

--115994--

[illegible] DEED

[illegible]: That,

[illegible], on the [illegible] day of November, 19[illegible], an order was entered by the District Court of Creek County, State of Oklahoma, in a case then pending in the said Court, wherein Title [illegible] Company, a corporation, was plaintiff, and

---

Conti
[illegible]
the
upon

THE
enter
prope

THE
the
and h
said
the s
Twent

THE
conti
[illegible]
the
sum

TO
corp
[illegible]
ackn
Lorr
foll
of O

That
of t
9
comp
refi
rack

A ce
acre
[illegible]
foll
Nort
Sout
[illegible]
sout
Sout
cont
Cont

The
sit
pum
bu.
bei

(a)
Hal
kno

(b)
Wes
as

(c)
Que
Jos

The
Cre
[illegible]
[illegible]
th
in

To
[illegible]

[illegible]
pr

Continental Refining Company, a [illegible], [illegible], [illegible], [illegible], specially [illegible] Receiver of the Continental Refining Company, and the [illegible] Lorraine Petroleum Company [illegible] and [illegible] upon the enforcement of his duties, and,

THE [illegible], thereafter, to wit, on the [illegible] day of December, 19[illegible], an order was entered by the said court in the said case directing the said Receiver, to sell the property of the said Continental Refining Company, hereinafter described, and,

THE [illegible], thereafter, to wit, on the [illegible] day of June, 19[illegible], in accordance with the said order of December [illegible], 19[illegible], having first given notice of the said sale and making and the said property appraised in accordance with the terms of the said order, the said Receiver did offer the said property for sale and did sell the same to the Lorraine Petroleum Company of Tulsa, Oklahoma, for the sum of Twenty-Five Thousand Dollars ([illegible],000.00) in cash, and,

THE [illegible], thereafter, to wit, on the 16th day of July, 1925 the said sale was duly confirmed by the said District Court of Creek County, Oklahoma, and the said Receiver was authorized and directed to execute and deliver the deed therefor to the said Lorraine Petroleum Company upon the payment to the said Receiver of the sum of Twenty-Five Thousand Dollars ([illegible],000.00) in cash,

NOW [illegible], [illegible] Receiver of the Continental Refining Company, a corporation, party of the first part, in consideration of the sum of Twenty-Five Thousand Dollars ([illegible],000.00) cash in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, convey, sell and convey unto the Lorraine Petroleum Company of Tulsa, Oklahoma, party of the second part, the following described real property, and appurtenances, situate in Creek County, State of Oklahoma, to wit:

That part of the Northwest Quarter of the Northwest Quarter lying North and East of the line of the Frisco Railway Company in Section [illegible], Township 16 North, Range 9 East, in the County of Creek, and State of Oklahoma, being a tract of ground comprising approximately seven and one-half (7-1/2) acres, together with the refinery, stills, pump houses, boiler houses, and other buildings, housing racks, tracks and tanks upon the premises.

A certain leasehold comprising approximately twenty-three and six tenths (23.6) acres in the East Half of the Southwest Quarter of Section 18, Township 16 North, Range 9 East, County of Creek and State of Oklahoma, particularly described as follows, to wit: Beginning at the Northwest corner of Section 18, Township 16 North, Range 9 East, running thence East 1,320 feet; thence South [illegible] feet; thence South 12 Degrees East [illegible] feet to the [illegible] of the M. [illegible] [illegible]; thence [illegible] southwesterly direction 947 feet to [illegible] intersection the South line of said Section 18; thence [illegible] feet to the place of beginning, containing twenty-three and six-tenths (23.6) acres, more or less, known as the Continental Refining Company, and a tract [illegible].

The plant of the Continental Refining Company, in and to three tracts of land situated in the County of Creek and State of Oklahoma, upon and together the pipe station of the Continental Refining Company, together also all of the [illegible], boiler houses and equipment now located thereon, said tracts of land being described as follows, to-wit:

(a) A tract of land containing approximately five (5) acres, located on the East Half of the East Half of Section 1[illegible], Township 1[illegible] North, Range 7 East, and being known as the Battle Tanner Pump Station.

(b) Approximately five (5) acres of land located in Tot Three (3) in the Northwest Quarter of Section 17, Township 16 North, Range 9 East, and being known as the Tiger Pump Station.

(c) Approximately one (1) acre of land located in the South Half of the Southwest Quarter of Section 1[illegible], Township 1[illegible] North, Range 7 East, and being the [illegible] Pump Station.

The pipe line of the Continental Refining Company in and to the lease located in Creek County, Oklahoma together with the oil pipe lines of the Continental Refining Company located thereon, to-wit: Approximately twenty-five and one-half (25-1/2) miles of three (3) inch line running from the Wild [illegible] through the Battle Tanner Pump Station and on through to the [illegible], in Creek County, Oklahoma.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the same in United Property, or in any wise thereto appertaining.

Also the following described [illegible] not located on the [illegible] property, to-wit:

33 014

All [illegible] located on the [illegible] above described, being: 1-10,000 barrel steel oil tank [illegible] barrel steel oil tanks, and 14-2000 barrel steel oil tanks, and all appurtenances thereto [illegible].

Also all office furniture, machinery, and engines, pipe fittings, [illegible], valves, tools of every kind and description, and all other personal property of like kind and [illegible] now on the premises of the Refinery of the Continental Refining Company near Bristow, in Creek County, Oklahoma, and owned by the said Continental Refining Company.

To have and to hold said described premises unto the said party of the second part, its successors and assigns forever, the said property being sold free from liens.

Signed and delivered this [illegible] day of July, 19[illegible]

[illegible] Woodford
[illegible] Woodford, Receiver of the
Continental [illegible], a
corporation.

[illegible]

STATE OF OKLAHOMA }
[illegible] } SS

[illegible], a notary public, in and for said county and state on this [illegible] day of [illegible] 19[illegible], personally appeared [illegible] Woodford, Receiver of the Continental Refining Company, a corporation, 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 Receiver of the Continental Refining Company, a corporation, as his free and voluntary act and deed as such Receiver, for the uses and purposes therein set forth.

George P. Bonnette
Notary Public

My commission expires July [illegible], 1927
(Seal of [illegible] Co.)

[illegible]
[illegible]

This instrument was filed in my office for record on [illegible] 1[illegible], 192[illegible] at [illegible] o'clock [illegible] and duly recorded in Book [illegible] at Page 282.

[illegible]
County Clerk

(Seal)

--[illegible]--

[illegible]

[illegible]

[illegible]

[illegible] Creek County, [illegible]

THIS INDENTURE, Made this first day of October A. D. 19 25

Lorraine Refining Company, a corporation of Tulsa party

in the State of Oklahoma of the first part, and

Interocean Oil Company, a Delaware Corporation, party

of the second part,

WITNESSETH, That said party of the first part in consideration of the sum of One ($1.00) Dollars,

of which said party of the first part is hereby acknowledged to be by these presents, Grant, Bargain, Sell and Convey unto said party of the second part its successors and assigns, all of the following described Real Estate, situated in the County of Creek, State of Oklahoma, to wit:

That part of the NW¼ of the NW¼ lying north and west of the line of the Frisco Railway Company in Section 29, Township 16 N. Range 9 E. containing 7½ acres of land more or less.

Revenue $7.50 attached and cancelled.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said Lorraine Refining Company and its successors

do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what kind or nature soever, except the following:

and that it will warrant and forever defend the same unto said party of the second part its successors and said party of the first part, its 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 has hereunto set its hand the day and year first above written.

Witness

Attest. I. H. Patton, Jr.
Assistant Secretary (CORP SEAL)

Lorraine Refining Company
By Geo. W. Snedden
Vice President.

STATE OF OKLAHOMA,
County of Tulsa } ss. Before me, ----- a Notary Public

in and for said County and State on this 5th day of October A. D. 1925, personally appeared

Geo. W. Snedden and I.H.Patton, jr

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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.

My commission expires May 29, 1928 (Notary SEAL) Nan H. Small
Tulsa Co.
Notary Public.

STATE OF OKLAHOMA,
County of Creek } This instrument was filed in my office for record on Oct. 7, 19 25, at 8 A. M., and duly recorded in Book 309 on page 401

(SEAL) Erma Morris
County Clerk

33 016

33 017

THIS INDENTURE, made this First day of February A. D. 19[illegible] between

Interocean Oil Company, a Delaware corporation in Tulsa

County, State of Oklahoma, party of the first part, and Interocean Oil Company, a corporation, party of the second part,

WITNESSETH, That said party of the first part, in consideration of the sum of

One million/100 ($1.00)

DOLLARS, of which sum of the first part

is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, its successors and assigns, all of the following described Real Estate situated in the County of Creek, State of Oklahoma, to wit:

The east half of the NW 1/4 of the Northwest (NW 1/4) north, lying north and east of the line of the Chicago Railway Company in Section 23, Township 18 North, Range 8 East, containing 7 1/2 acres of land more or less, together with the refinery, stills, pump houses boiler houses, shop, other buildings, loading racks, tracks and tanks upon the premises.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the rights, privileges, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said Interocean Oil Company, and its successors

hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, clear and unencumbered of and from all former and other grants, [illegible], judgments, taxes, assessments and incumbrances of whatsoever nature and kind;

and will warrant and forever defend the same unto said party of the second part, its successors and assigns, against said party of the first part, its 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 has caused its name to be hereunto set its hand, the day and year first above written.

WITNESSES:

Attest: J. [illegible] Wilson, Jr.
Assistant Secretary

INTEROCEAN OIL CO[illegible]

(CORP. SEAL)

By [illegible] Vice-President.

STATE OF OKLAHOMA, County of Tulsa ss.

On this first day of February, 1928 before me the undersigned, a Notary Public in and for said County and State aforesaid, duly commissioned and sworn, personally appeared [illegible] to me personally 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.

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

My commission expires Apr. 23, 1928 (Notary Seal) Ruth H. Small
Tulsa Co.

Notary Public

STATE OF OKLAHOMA, County of Creek ss.

This instrument was filed for record on Feb. 16 [illegible] in Book [illegible] of Deeds, on page 200

[illegible]

(SEAL)

By [illegible]

Deputy

33 018

THIS INDENTURE, Made this 28th day of June A. D. 1937

PANTHER OIL COMPANY, a corporation, with its principal office at Tulsa,

Tulsa County, in the State of Oklahoma, of the first part, and

H. F. WILCOX OIL & GAS COMPANY, a corporation

WITNESSETH, That said party of the first part, in consideration of the sum of

Ten & no/100 ($10.00) DOLLARS

the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto said party of the second part its successors and assigns, all of the following described Real Estate, situated in the County of Creek, State of Oklahoma, to-wit:

That part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) lying north and west of the right-of-way of the St. Louis and San Francisco Railway Company, containing seven and one-half (7-1/2) acres, in Section Twenty-nine (29), Township Sixteen (16) North, Range Nine (9) East, less and except approximately one-half (1/2) acre thereof conveyed by deed dated February 27, 1917, recorded April 5, 1917, in Book 146, Page 547, executed by Continental Refining Company to St. Louis-San Francisco Railway Company

Revenue Stamp 1.00
Attached and Cancelled

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said PANTHER OIL COMPANY, a corporation, for itself, its successors and assigns

do hereby covenant, promise and agree to and with said party of the second part there at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of whatsoever nature and kind

NONE None

and that it will warrant and forever defend the same unto said party of the second part, its successors and assigns, against said party of the first part, its successors and 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 has hereunto set its hand the day and year first above written.

WITNESSES:

Attest: J. J. Catlin
Secretary.

PANTHER OIL COMPANY

BY: Valjean Addison
President

(Corp. Seal)

NOTE: LEGAL FOR SIGNATURE

STATE OF OKLAHOMA,
COUNTY OF Tulsa, } ss

Before me, the undersigned, a Notary Public, in and for said County and State aforesaid, on this 28th day of June, A.D. 1937 personally appeared Valjean Addison and J. J. Catlin to me known to be the identical persons the subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary, respectively, and acknowledged to me that 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.

Given under my hand and seal of office the day and year last above written.

My commission expires: August 1, 1938. (Notary Seal) Notary Public, State of Oklahoma, Tulsa. Nova Lathorn Notary Public

STATE OF OKLAHOMA, }ss

This instrument was filed in my office for record on 7-8 1937 at 1:00 o'clock P. M. and duly recorded in Book 402 on page 438

33 019

No Documentary Stamps Required

Form 1 – Copyright 1987 by McROBERTS Legal Forms – Tulsa, OK

(For Filing Only)

MAIL AND ADDRESS 94 6787

CORRECTIVE **Quit-Claim Deed** CORRECTIVE

STATE OF OKLAHOMA
COUNTY OF CREEK
THIS INSTRUMENT WAS FILED
FOR RECORD ON
MAY 12 1994
at 1 o'clock P M. and duly recorded in
Book 322 Page 1037-38
BETTY BERRY, County Clerk
by [illegible] Deputy

THIS INDENTURE, made this 2 day of May, 19 94, between Mignon S. List, Trustee, of the Mignon S. List Revocable Trust Dated February 18, 1994 of Creek County, State of Oklahoma, party of the first part, and Raymond E. Yoder and Carolyn J. Yoder, husband and wife 419 North Maple, Bristow, Oklahoma 74010 party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of

Ten and no/100 Dollars

to her duly paid, the receipt whereof is hereby acknowledged, do es hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to their heirs and assigns forever, all her right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situated in the County of Creek State of Oklahoma, to wit: A tract of land located in Section 20, Township 16 North, Range 9 East, Creek County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Section 20, THENCE N 00° 03' 31" W a distance of 239.04 feet to the POINT OF BEGINNING: THENCE N 00° 03' 31" W a distance of 239.06 feet; THENCE S 89° 35' 28" E a distance of 660 feet; THENCE S 00° 03' 31" E a distance of 878.5 feet; THENCE N 78° 12' 47" W a distance of 174.83 feet; THENCE N 66° 48' 11" W a distance of 299.01 feet; THENCE N 70° 09' 35" W a distance of 230.85 feet to the Point of Beginning, containing 5.75 acres more or less. This tract is subject to a county road right-of-way along the West side and an existing road right-of-way along the South side. Otherwise described as TRACT 2 of the attached Plat of Survey.

This is a corrective instrument intended to correct that certain Quit-Claim Deed filed of record in Book 321, Pages 1851-52, wherein the name of the Grantor was incomplete.

Together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part their heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year above written.

Mignon S. List, Trustee of the
Mignon S. List Revocable Trust dated
February 18, 1994.

Mignon S. List

STATE OF OKLAHOMA,
County of Creek } ss

(Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2 day of May, 19 94, personally appeared Mignon S. List, Trustee, of the Mignon S. List Revocable Trust dated February 18, 1994 to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I hereunto set my official signature and affixed my notarial seal the day and year last above written.

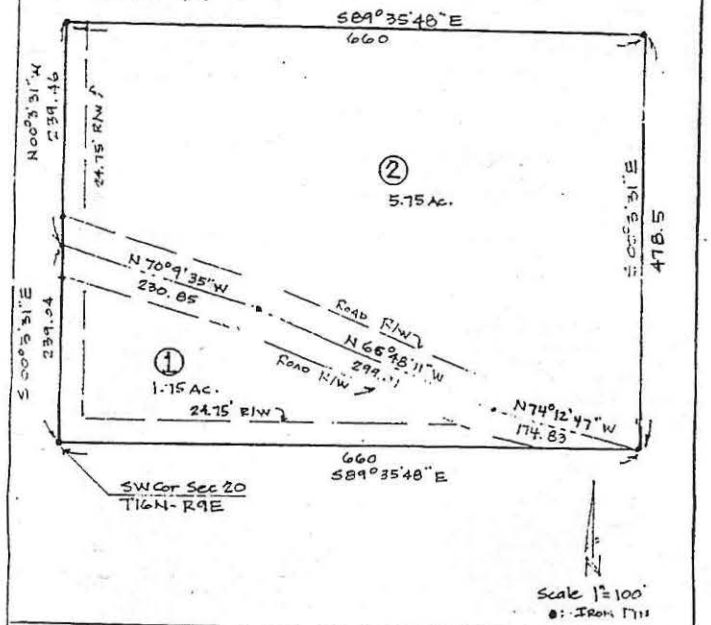
1037

Marjorie S. Earnhart
Notary Public

My commission expires June 20, 1994

33 020

[redacted] **REGISTERED LAND SURVEYOR'S PLAT OF SURVEY** [redacted]



I, Alan Mark Penn, a Registered Land Surveyor, in the State of Oklahoma, do hereby state the above to be a true and accurate representation of a survey made and conditions are as shown, all to the best of my knowledge and ability. Due care and diligence have been exercised in performing this survey. However liability as to the correctness or completeness of this survey is limited to the amount billed for this survey and acceptance of this survey by the company or person(s) for whom this survey was made, constitutes agreement and confirmation of this limitation of liability.

Witness my hand and seal this 28th day of Oct '93

PENNCO Engineering and Land Surveying
P.O. Box 657, Bristow, OK 74010

Alan Mark Penn
Alan Mark Penn, Okla. Land Surveyor No. 1086

ALAN MARK PENN

TRACT 2

A tract of land located in Section 20, Township 16 North, Range 9 East, Creek County, Oklahoma more particularly described as follows:
Commencing at the Southwest Corner of said Section 20,
THENCE N 00°03'31" W a distance of 239.04 feet to the POINT OF BEGINNING:
THENCE N 00°03'31" W a distance of 239.46 feet,
THENCE S 89°35'28" E a distance of 660 feet,
THENCE S 00°03'31" E a distance of 478.5 feet,
THENCE N 74°12'47" W a distance of 174.83 feet,
THENCE N 66°48'11" W a distance of 299.01 feet,
THENCE N 70°09'35" W a distance of 230.85 feet to the Point of beginning, containing 5.75 acres more or less.
This tract is subject to a county road right-of-way along the West side and an existing road right-of-way along the South side as shown.

1038

33 021

County of Creek)

The foregoing instrument was acknowledged before me this 11th day of September, 1980, by _____, President of SECURITY NATIONAL BANK, on behalf of the corporation for the uses and purposes therein set forth.

Emily A. Mobley
Notary Public
Emily A. Mobley

WARRANTY DEED

Know All Men by These Presents:

That C. P. MERCER and M. ALINE MERCER, husband and wife,

of Creek County, State of Oklahoma, parties of the first part, in consideration of the sum of Ten and No/100---------- DOLLARS in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto FIRST ASSEMBLY OF GOD CHURCH, BRISTOW, OKLAHOMA of Creek County, State of Oklahoma, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, to-wit:

That part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) lying North and West of the right of way of the St. Louis and San Francisco Railway Company, containing seven and one-half (7 1/2) acres, in Section Twenty-nine (29), Township Sixteen (16) North, Range Nine (9) East, less and except approximately one-half (1/2) acre thereof conveyed by deed dated February 27th, 1917, recorded April 6, 1917, in Book 146, Page 147, executed by Continental Refining Company to St. Louis-San Francisco Railway Company, in Creek County, State of Oklahoma.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 12th day of September, 1980

C. P. Mercer

M. Aline Mercer

STATE OF OKLAHOMA
COUNTY OF Creek } ss.

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 12th day of September, 1980, personally appeared C. P. Mercer and M. Aline Mercer, husband and wife,

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires Nov. 13. 1980

Notary Public

569

33 022

No Revenue Required

STATE OF OKLAHOMA
COUNTY OF CREEK
THIS INSTRUMENT WAS FILED
FOR RECORD ON
JAN 24 2002
12:3 o'clock P M. and duly recorded in
Book 267 Page 268
BETTY RIGHT, County Clerk
By [illegible] Deputy

QUIT CLAIM DEED

02 1111

THIS INDENTURE, made this day 14 of January 2002, between FIRST ASSEMBLY OF GOD, INC., formerly known as Bristow First Assembly of God, (grantor), and FIRST ASSEMBLY OF GOD, INC., (grantee). 35146 W. 221ST ST. SOUTH Bristow, OK 74010

WITNESSETH, That said grantor, in consideration of the sum of Ten Dollars and 00/100 and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto **First Assembly of God, Inc.**, their successors and assigns, the following described real estate, situated in Oklahoma County, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND HOLD the same unto grantee, its successors and assigns forever, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

IN WITNESS WHEREOF, the grantor has hereunto set its hand on the day and year first above written.

First Assembly of God, Inc., an Oklahoma non-profit corporation, formerly known as Bristow First Assembly of God

by: _____
Doug Sampley, President

268

STATE OF OKLAHOMA)

STATE OF OKLA.)ss:
COUNTY OF CREEK)

Before me, the undersigned Notary Public, in and for said County and State on this 14 day of January, 2002, personally appeared Doug Sampley, to me known to be the identical person who signed the name of the maker to the within and 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 said corporation, for the uses and purposes therein set forth.

33 023

STATE OF OKLA.
COUNTY OF CREEK

Before me, the undersigned Notary Public, in and for said County and State on this 4th day of January, 2002, personally appeared Doug Sampley, to me known to be the identical person who signed the name of the maker to the within and 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 said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Mary S Ham
Notary Public

My Commission Expires
7-22-2005

MARY SUSAN HAM
NOTARY PUBLIC
7-22-2005
STATE OF OKLAHOMA
CREEK COUNTY

33 024

33 025

EXHIBIT "A"

A tract of land located in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Twenty (20), Township Sixteen (16) North, Range Nine (9) East of the Indian Base and Meridian, Creek County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit:
Beginning at the Southwest corner of said Section 20; Thence S 89°35'48" E a distance of 660 feet; Thence N 74°12'47" W a distance of 174.83 feet; Thence N 66°48'11" W a distance of 299.01 feet; Thence N 70°09'35" W a distance of 230.85 feet; Thence S 00°03'31" E a distance of 239.04 feet to the Point of Beginning.

270

CREEK COUNTY ABSTRACT CO.
Abstracts Bank Director
P.O. Box 159
Sapulpa, Okla. 74067
(918) 224-6130

JAN 2 4 2002
Deputy

02 1112

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That **FIRST ASSEMBLY OF GOD, INC.** an Oklahoma not-for-profit Corporation of Creek County, State of Oklahoma ("Mortgagor"), MORTGAGE(S) AND WARRANT(S) to **ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP**, a Missouri not-for-profit Corporation (the "Mortgagee") of Greene County, State of Missouri, the following described real estate in Creek County, Oklahoma.

SEE ATTACHED SCHEDULE "A"

and commonly known as 35146 West 221st Street South, Bristow, OK (hereinafter referred to as the "Real Estate") together with all rights, privileges, interests, easements, hereditaments, appurtenances, [illegible] improvements now or hereafter belonging, appertaining, or attached to, or used in connection with the Mortgaged Premises, and owned by Mortgagors including, but not in limitation of the preceding, all gas, steam and electric fixtures, radiators, heaters, fixtures, water heaters, air conditioning apparatus and [illegible] refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, floors and carpeting (which are or shall be attached to such building, structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature whatsoever now or hereafter owned by First Assembly of God, Inc., and [illegible]

02 1112

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that **FIRST ASSEMBLY OF GOD, INC.** an Oklahoma not for profit Corporation of Creek County, State of Oklahoma ("Mortgagor"), MORTGAGES AND WARRANTS to **ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP,** a Missouri not for profit Corporation (the "Mortgagee") of Greene County, State of Missouri, the following described real estate in Creek County, Oklahoma:

SEE ATTACHED SCHEDULE "A"

and commonly known as 35146 West 221st Street South, Bristow, OK (hereinafter referred to as the "Real Estate") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, or attached to, or used in connection with, the Mortgaged Premises, and owned by Mortgagors including, but not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, doors and carpeting which are or shall be attached to such building, structures or improvements, partitions, machinery, stoves, equipment, personal property of every kind and nature whatsoever now or hereafter owned by First Assembly of God Inc., and located in, on or about, or used in connection with the Real Estate, whether physically attached to the Real Estate or not (hereinafter collectively referred to as the "Mortgaged Premises") and all the rents, issues, income and profits thereof and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such Mortgaged Premises by First Assembly of God, Inc., and owned by First Assembly of God, Inc., its successors or assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such Mortgaged Premises, all to the use and benefit of Mortgagee, its successors and assigns.

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") **January 14, 2002** in the principal amount of Forty Five Thousand Dollars ($45,000.00) with interest as therein provided and with a final maturity date of **January 14, 2022**.

Said principal and interest are payable as follows: One hundred eighty monthly installments of **$377.00** payable on the **14th** day of **February, 2002** and the same day of each succeeding month thereafter until the note is fully paid.

The Mortgagors jointly and severally covenant and agree with the Mortgagee that:

RECEIPT NO.
Mortage Tax Paid $
This day of
KATHY ANGLIN, Co Treas.
Deputy

23

33 026

1. **Payment of Indebtedness.** The Mortgagors shall pay to Mortgagee when due all indebtedness [illegible] Real Estate Mortgage, in the times and in the amounts as provided in the Note or in this Real Estate Mortgage, without set off, [illegible] and appraisement laws, and with attorneys' fees, which [illegible] modifications and extensions thereof, and also such further sums as [illegible] Mortgagee to Mortgagors, or any of their successors or assigns, together with [illegible]

2. **No Liens.** The Mortgagors will not permit any lien of mechanics or material men to attach to and remain on the Mortgaged Premises [illegible] more than 45 days after receiving notice thereof from the Mortgagee.

3. **Repair of Mortgaged Premises, Insurance.** The Mortgagors shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagors shall procure and maintain in effect at all times adequate insurance with insurance companies acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making [illegible] payable to the Mortgagee and the Mortgagors as their respective interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises [illegible] and after due, and before penalties accrue.

5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, [illegible] holder, and shall bear interest from the date or dates of payment at the rate of [illegible] per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Real Estate Mortgage [illegible] the Mortgaged Premises, or any part thereof and all costs, expenses, and attorneys' fees incurred by the Mortgagee in connection with any and all legal or equitable proceedings which relate to this Real Estate Mortgage or the Mortgaged Premises.

6. **Default by Mortgagors, Remedies of Mortgagee.** Upon default by the Mortgagors in any payment [illegible] in the Note, trustee or receiver is appointed in any bankruptcy action, then and in any such event the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may [illegible] the abstract of title to the Mortgaged Premises, or obtain other [illegible] and the cost thereof to the principal balance due.

7. **Non-Waiver, Remedies Cumulative.** Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagors are in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagors hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder [illegible] concurrently.

8. **Extensions, Reductions, Renewals, Continued Liability of Mortgagors and Guarantors.** The Mortgagee, at its option, may extend the time for the payment of the indebtedness [illegible] thereon, or accept a renewal note or notes therefore without consent of any person [illegible] consent of the Mortgagors if the Mortgagors have then parted with [illegible] Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage [illegible] hereof in any manner whatsoever, or release, discharge or affect in any manner the [illegible] Mortgagors and Guarantor(s), if any, to the Mortgagee.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding [illegible] successors, assignees and assigns of the parties to this Real Estate Mortgage.

33 027

7 **Non-Waiver, Remedies Cumulative** Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagors are in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagors hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.

8 **Extensions, Reductions, Renewals, Continued Liability of Mortgagors and Guarantor(s).** The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore without consent of any junior lien holder, and without consent of the Mortgagors if the Mortgagors have then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagors and Guarantor(s), if any, to the Mortgagee.

9 **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

Mailing Address of Mortgagee

3061 Bennett Avenue, Suite I
Springfield, Missouri 65807

IN WITNESS WHEREOF, the Mortgagors have executed this Real Estate Mortgage, this 14 day of January, 2002

FIRST ASSEMBLY OF GOD, INC.

By: Done Sanders By:
Done Sanders

Title: President Title:

33 028

STATE OF OKLA)
COUNTY OF OKLA) SS

Before me, a Notary Public in and for said County and State, personally appeared Doug Sampley, President and authorized representative of the Official Board of First Assembly of God, Inc., an Oklahoma non-profit corporation, who, having been duly sworn, acknowledged the execution of the foregoing document on behalf of First Assembly of God, Inc.

Witness my hand and Notarial Seal this 14th day of JAN, 2002.

Signature Mary S. Ham

Notary Public

My Commission expires 2-22-2005 Residing in Creek County, Oklahoma.

MARY SUSAN HAM NOTARY PUBLIC STATE OF OKLAHOMA CREEK COUNTY

This Instrument Prepared By:
Phil Blum
Manager Loan Closing
Assemblies of God Financial Services Group
Loan Services
1661 N Boonville, Ste F
Springfield, MO 65803
Phone:(800) 449-5626
Fax:(417) 862-1219

INFORMATION SHEET
EXHIBIT "A"

Order Number: 0112055

EXHIBIT "A"

Tract 1:
A tract of land located in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Twenty (20), Township Sixteen (16) North, Range Nine (9) East of the Indian Base and Meridian Creek County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit:
Beginning at the Southwest corner of said Section 20; Thence S 89°35'49" E a distance of 660 feet; Thence N 76°12'47" W a distance of 174.83 feet; Thence N 66°48'11" W a distance of 299.01 feet; Thence N 70°09'35" W a distance of 232.95 feet; Thence S 50°03'31" S a distance of 239.04 feet to the Point of Beginning.

and

Tract 2:
That part of the Northwest Quarter (NW/4) of the West [illegible] (NW/4) lying North and West [illegible]

33 029

EXHIBIT "A"

[illegible]

A tract of land located in the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Twenty [illegible] (29), North, Range Nine (9) West of the Indian Base and Meridian, Pawnee County, Oklahoma, containing [illegible] more or less, more particularly described as follows, to wit:

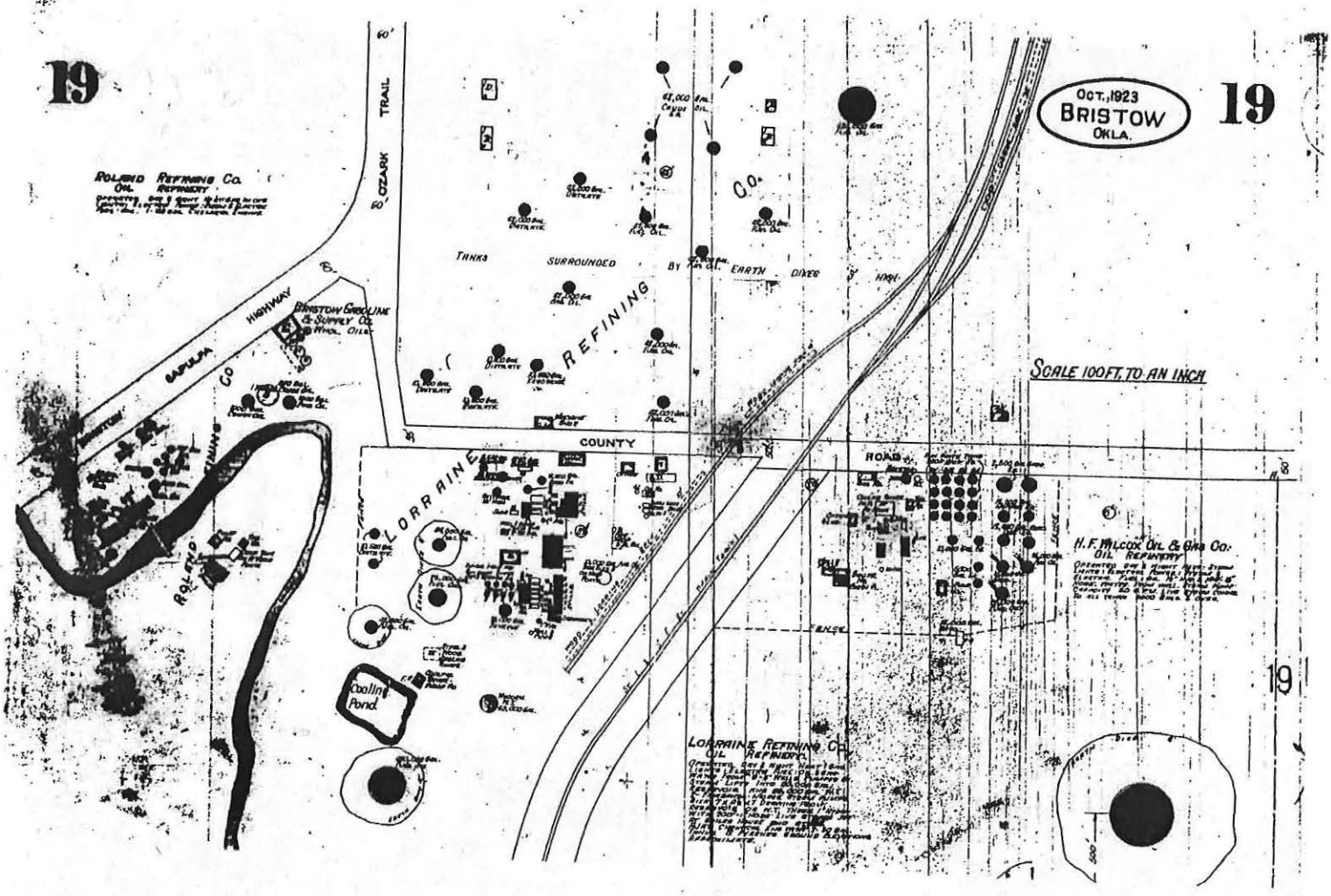
Beginning at the southwest corner of said Section 29; Thence [illegible] a distance of 540 feet; Thence N [illegible] a distance of 174.93 feet; Thence N 60°40'11" W a distance of [illegible] feet; Thence N 75°19'31" W a distance of 150.45 feet; Thence [illegible] a distance of 239.04 feet to the Point of Beginning.

and

Tract II:

That part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) lying North and West of the Right of Way of the St. Louis and San Francisco Railway Company, in Section Twenty-nine (29), Township Twenty (20) North, Range Nine (9) East, less and except approximately [illegible] acre thereof conveyed by Deed dated February [illegible], [illegible] in Book 164, page 11[illegible], executed by Terrinwood Refining Company to St. Louis-San Francisco Railway Company, in Pawnee County, State of Oklahoma.

33 030

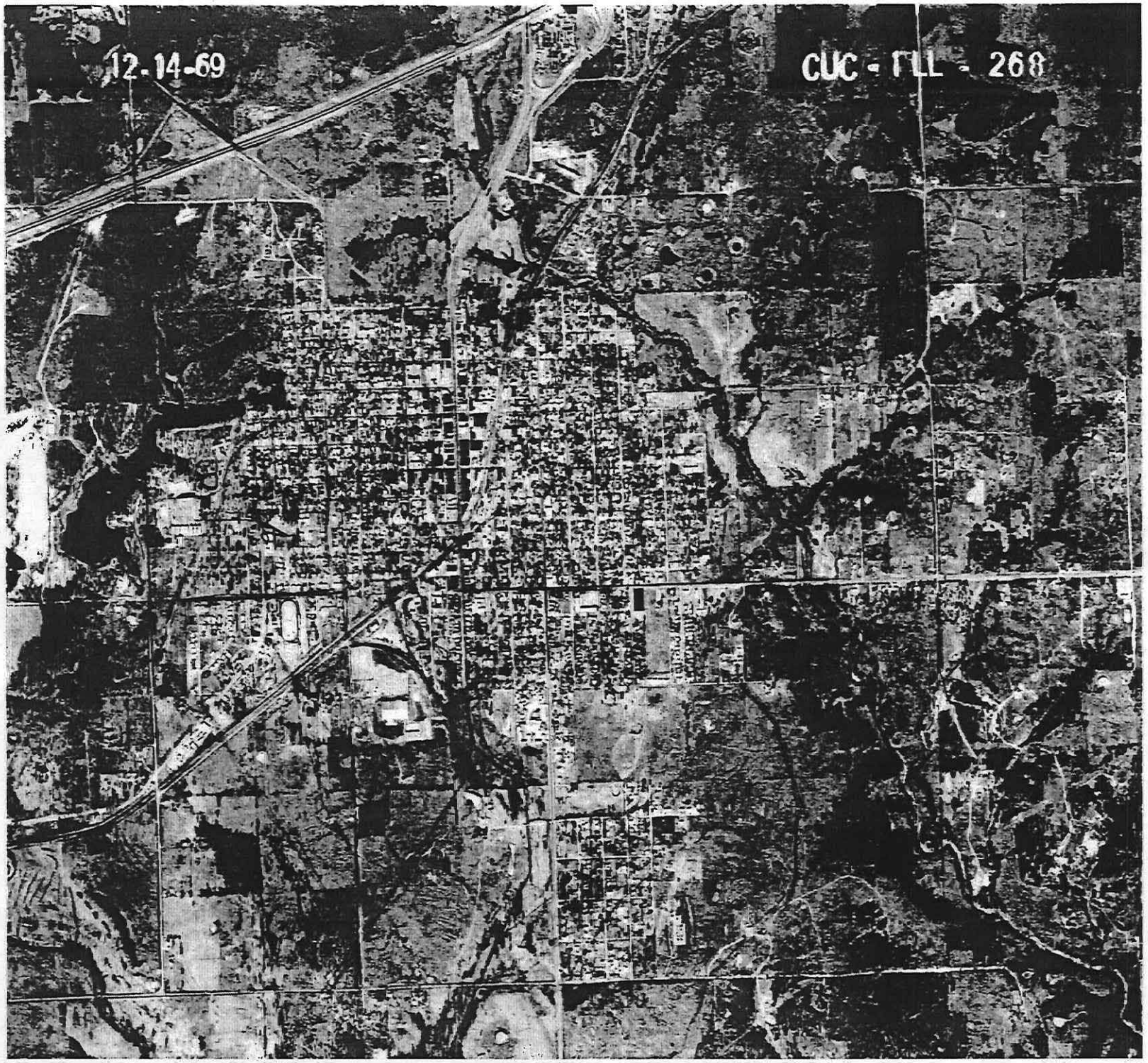

19
OCT., 1923
BRISTOW
OKLA.
19
ROLAND REFINING CO.
OIL REFINERY
OZARK TRAIL
60'
TANKS SURROUNDED BY EARTH DIKES
REFINING
C.O.
BRISTOW GASOLINE & SUPPLY CO.
HIGHWAY
SCALE 100 FT. TO AN INCH
COUNTY
ROAD
LORRAINE
H.F. WILCOX OIL & GAS CO.
OIL REFINERY
Cooling Pond
LORRAINE REFINING CO.
OIL REFINERY
19

33 031

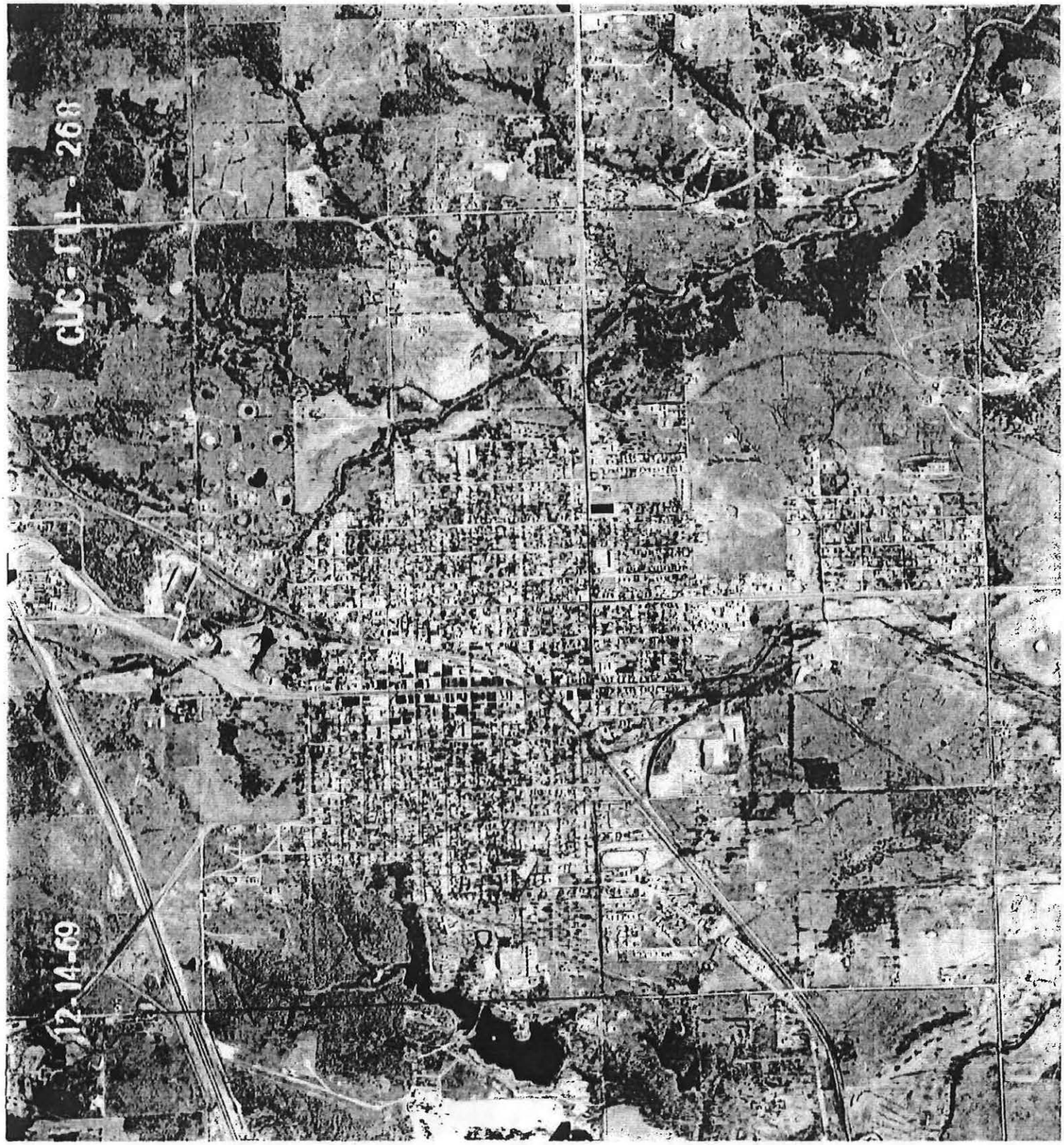

33 032

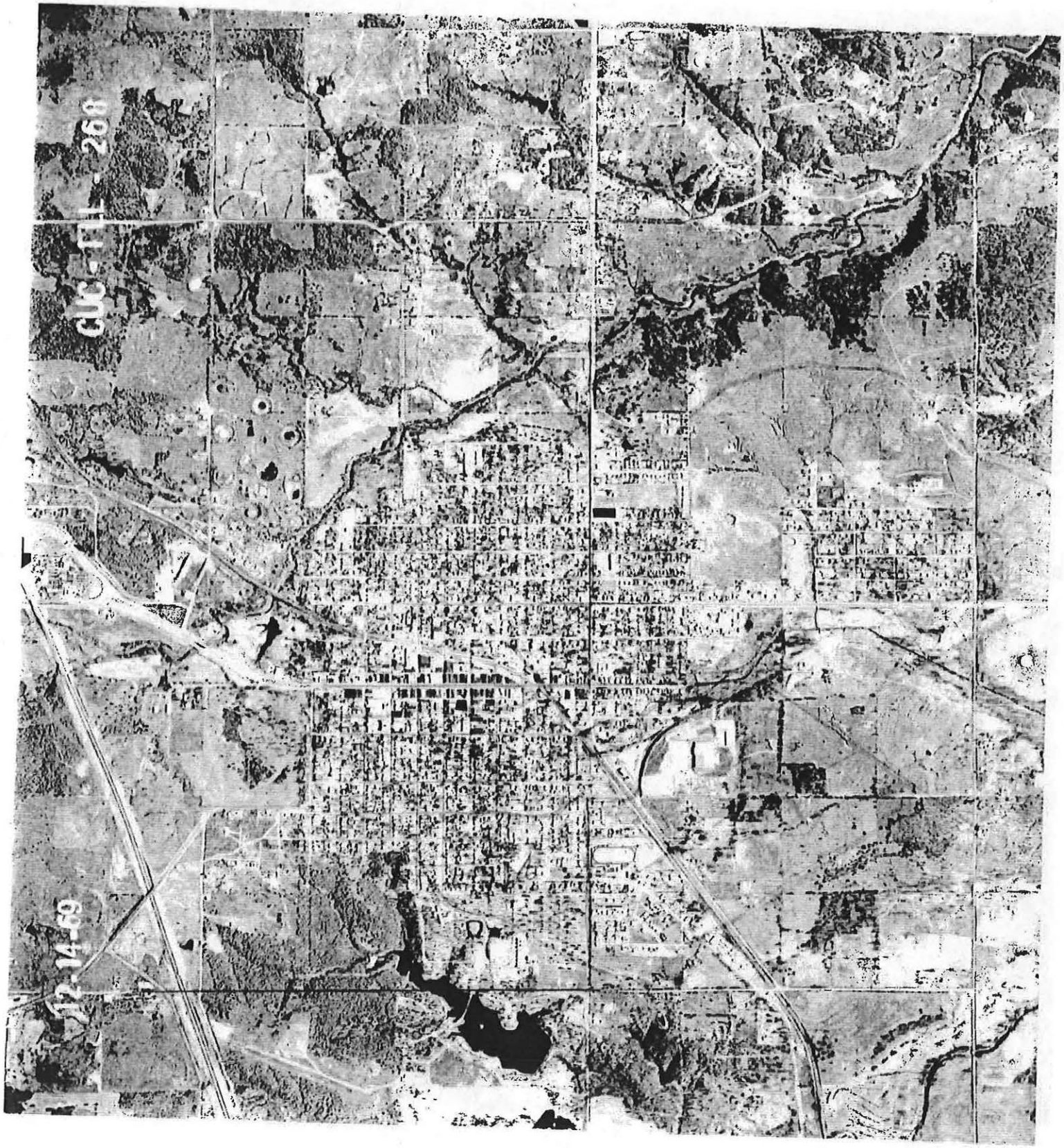

33.03

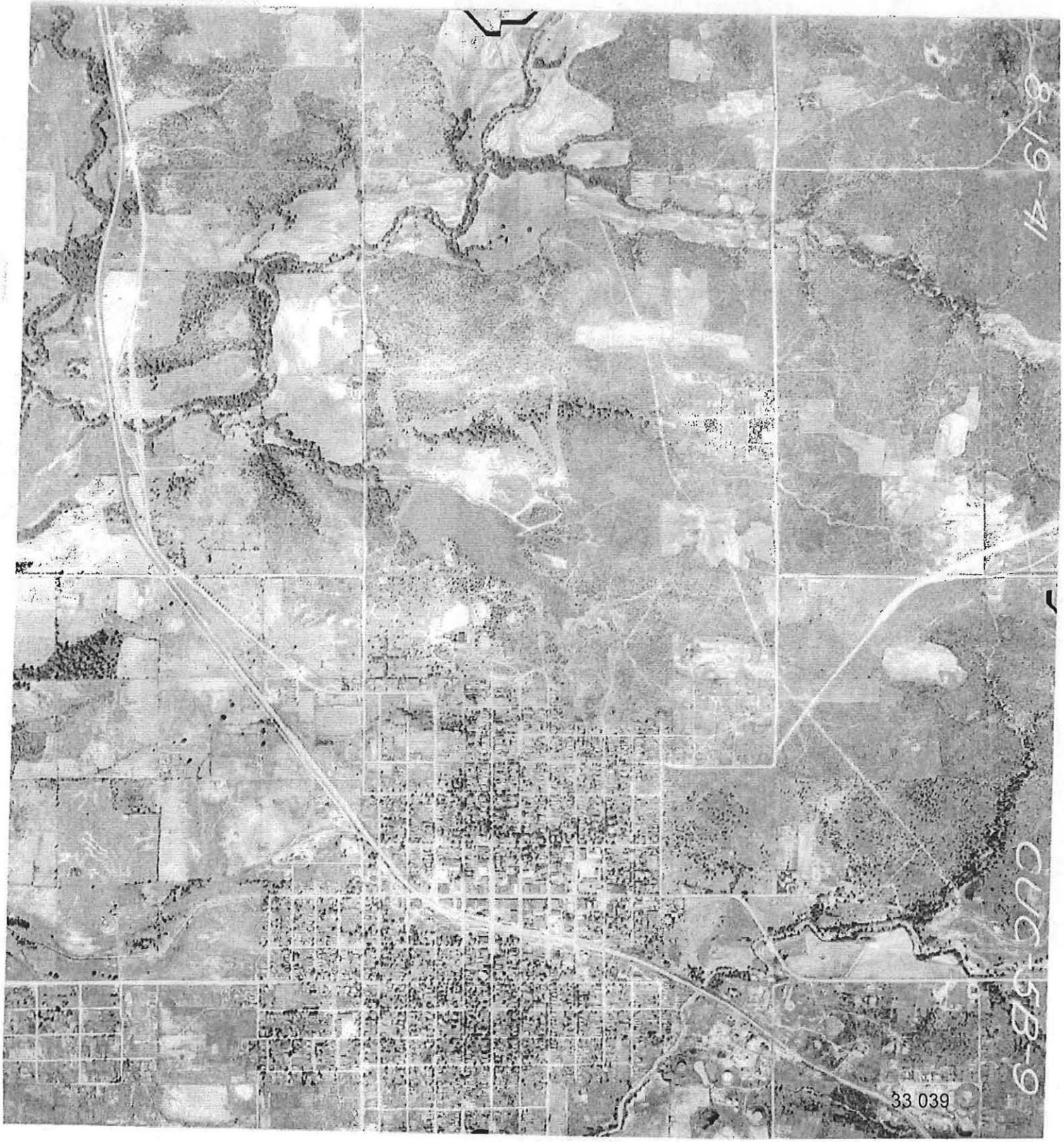

33 03

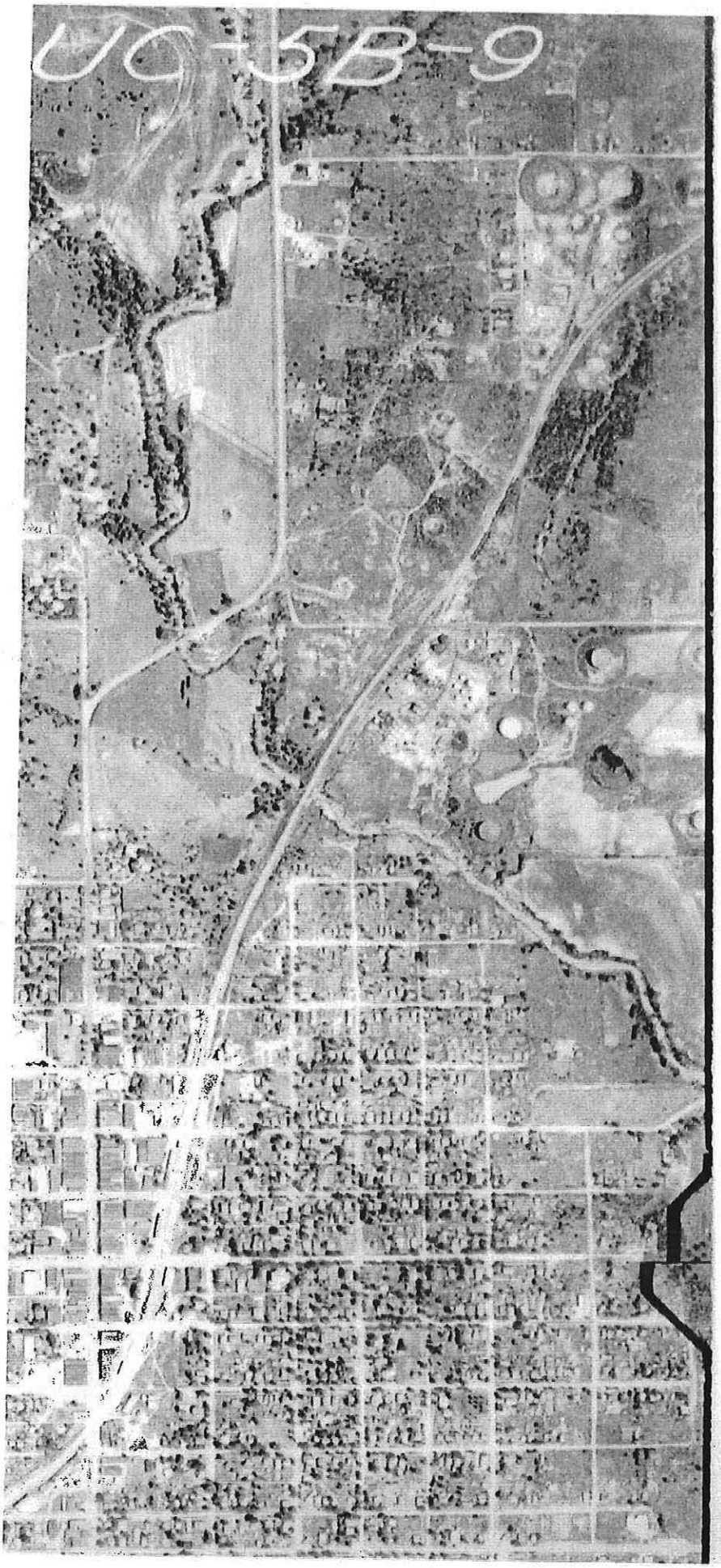


33 036


12-14-69
CUC-FL-268


GUC-TI-268
12-14-69

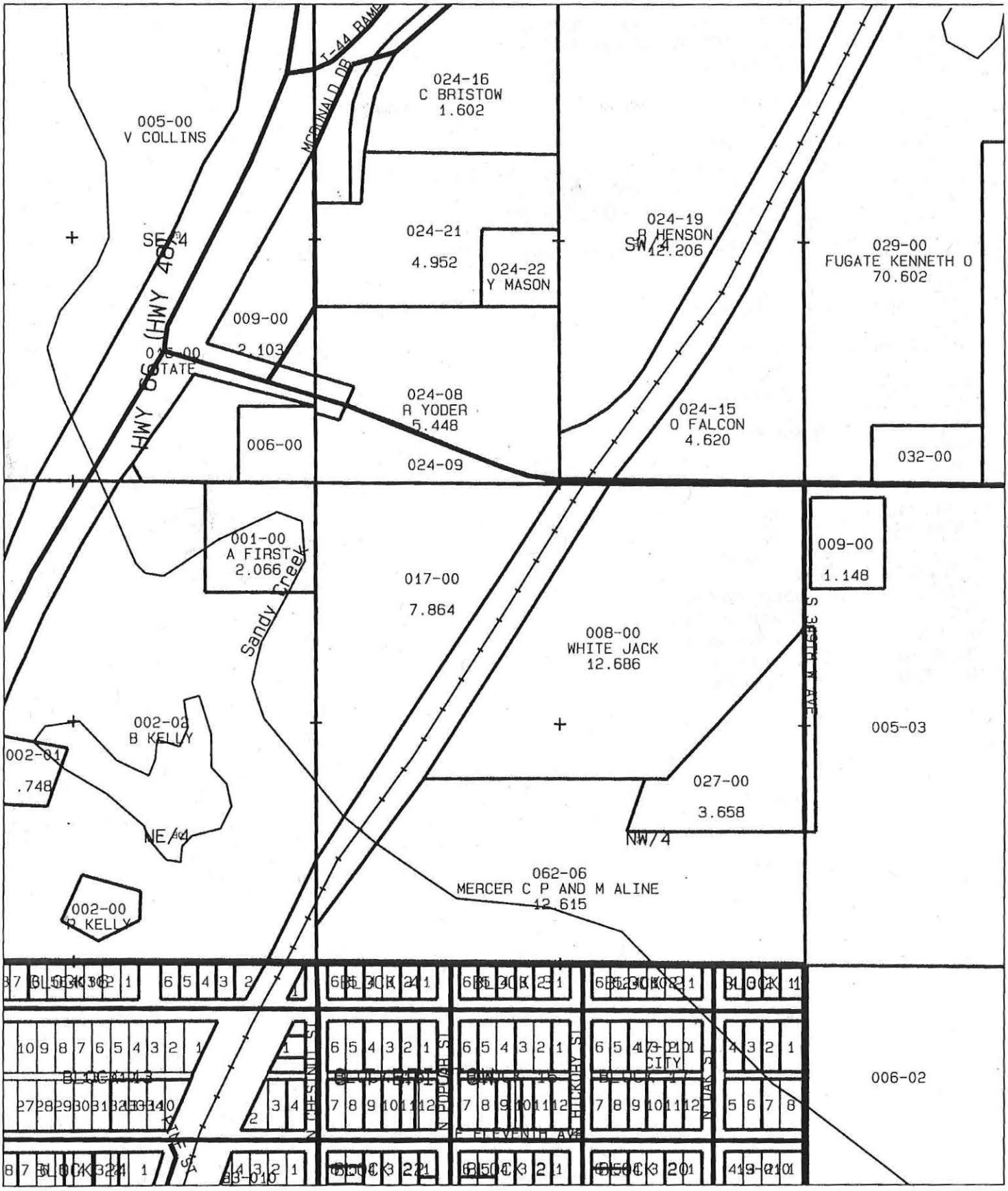

8-19-41
CUG 5-8-9
33 039



33 040


Image © 2008 DigitalGlobe
Google
© 2008 Tele Atlas 22 1st St S
35°50'39.22" N 96°23'06.10" W elev 816 ft Sep 30, 2004 Eye alt 1993 ft


Image © 2008 DigitalGlobe
© 2008 Tele Atlas 221st St S
Google
35°50'39.22" N 96°23'06.10" W elev 816 ft Sep 30, 2004 Eye alt 1993 ft



Scale 1"= 340 ft

PARCEL	0000-29-016-009-0-017-00
OWNER	FIRST ASSEM OF GOD CHURCH
ADDR1	(BRISTOW)
ADDR2	
CITY	NON-TAXABLE
STATE	
ZIP	000000000
SITUS	221ST STREET S W 035148
LEGAL1	29-16-9 PT NW NW LYING N
LEGAL2	R/W SF & SL RY CO LESS TR
LEGAL3	TO CONT REF CO
LEGAL4	(69 SCHULT VIN 87516 HERE
LEGAL5	
LEGAL6	
BOOKPAGE	89/569
USE	7
ACRES_ASSD	7.00
ACRES	7.864
AG_ACRES	0.00
SECONDARY	
INTEREST	0.00100
LAND	0
IMPR	0
MOBILE	0
HOMESTEAD	0
DBLE_HS	0
TAX	0.00
SCHOOL	02R
FREEZE	0000/00/00
CAP	0000/00/00
LATLONG	96.38611W 35.84134N
CHANGED	3/ 6/1991
UPDATED	4/ 1/2008

PARCEL	5999-20-016-009-0-024-09
OWNER	FIRST ASSEMBLY OF GOD INC
ADDR1	35148 W 221ST STREET S
ADDR2	NON TAXABLE
CITY	BRISTOW
STATE	OK
ZIP	740109301
SITUS	36111
LEGAL1	20-16-9
LEGAL2	TR BEG SW COR TH
LEGAL3	S89D35'48"E660'TH N74D12'
LEGAL4	47"W174.83'TH N66D48'11"
LEGAL5	W299.01'TH N70D09'35"W230
LEGAL6	S00D3'31"E239.04' TO POB
BOOKPAGE	464/268-70
USE	7
ACRES_ASSD	1.75
ACRES	1.720
AG_ACRES	0.00
SECONDARY	
INTEREST	0.00100
LAND	0
IMPR	0
MOBILE	0
HOMESTEAD	0
DBLE_HS	0
TAX	0.00
SCHOOL	
FREEZE	0000/00/00
CAP	0000/00/00
LATLONG	96.38608W 35.84304N
CHANGED	2/14/2002
UPDATED	1/ 4/2008

PARCEL	5999-20-016-009-0-024-08
OWNER	YODER RAYMOND & CAROLYN
ADDR1	
ADDR2	419 N MAPLE ST
CITY	BRISTOW
STATE	OK
ZIP	740100000
SITUS	MAIN ST N 001201
LEGAL1	20-16-9
LEGAL2	BEG AT SW COR OF SEC 20
LEGAL3	N00D03' 31"W239.04'TO POB
LEGAL4	D03'31"W239.04'TH S89D35'
LEGAL5	28"E660'TH S00D03'31"E478
LEGAL6	N74D12'47"W174.83'TH
BOOKPAGE	323/1037
USE	5
ACRES_ASSD	5.75
ACRES	5.448
AG_ACRES	0.00
SECONDARY	
INTEREST	0.00100
LAND	337
IMPR	0
MOBILE	0
HOMESTEAD	0
DBLE_HS	0
TAX	0.00
SCHOOL	
FREEZE	0000/00/00
CAP	0000/00/00
LATLONG	96.38609W 35.84343N
CHANGED	11/12/2004
UPDATED	1/ 4/2008