

everything necessary in furnishing instruments and documents necessary to have said assignment valid and legal and properly approved by the officers of the Interior Department; and said first party hereby makes his personal guarantee and promises to the party of the second part that the said above named leases will be properly and legally transferred and assigned and approved to the party of the second part, within ninety days from the date herof.

It is further understood by and between the parties hereto and expressly stipulated and guaranteed by Cyrus S. Avery the party of the first part, that in case said leases are not legally transferred and assigned and approved by the Secretary of the Interior to the party of the second part within the said ninety days, said Avery will upon request of the second party or any of its officers return to said second party the amount of Five Thousand (\$5000.00) Dollars received as consideration as above mentioned.

Said party of the first part agrees that he is the lessee in the above described leases and that they are now in full force and effect and that there are no incumbrances thereon.

It is further agreed between the parties hereto, that the second party herein by its proper officers, will sign and execute, upon the written request of the first party herein, all necessary papers and documents, on its part to be executed, to carry into effect the said transfer and assignment as herein stated.

Cyrus S. Avery

The Paraffine Oil Co.

By S. W. Pipkin, President.

STATE OF OKLAHOMA: COUNTY OF TULSA.) SS.

Be it remembered, that before me Guy L. Reed, a Notary Public, in and for the County and State aforesaid, on this 18th, day of November, 1908 personally appeared Cyrus S. Avery, to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 18th, day of November, 1908.

Guy L. Reed, Notary Public

(SEAL) My commission expires Aug. 21, 1912.

STATE OF OKLAHOMA COUNTY OF TULSA.) SS.

Be it remembered that before me Guy L. Reed, a Notary Public in and for said County and State aforesaid, on this 18th, day of November, 1908, personally appeared S. W. Pipkin, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, this 18th day of November, 1908.

Guy L. Reed, Notary Public

(SEAL) My commission expires AUG. 21, 1912.

Filed for record Nov. 20th, 1908, at 9.25 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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