

Chauncey Williams.

C. B. Wisher.

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Book 411 Page 547

By J. E. Dickson, Deputy.

(Seal) O. D. Lawson, County Clerk.

207338 LB COMPARED ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, On the 31st day of May 1921, a certain oil and gas mining lease was made and entered into by and between Freeman Rowe, Guardian of Martha Williams, a minor, lessor, and W. F. Crabtree of Muskogee, Okla., lessee, covering the following described land in the County of Tulsa and State of Oklahoma, to-wit:

The Southwest Quarter of Section Sixteen (16), Township Sixteen (16) North,

Range Fourteen (14) East, containing one hundred sixty acres more or less.

said lease being recorded in the office of the Register of Deeds in and for said County in Book 349 Page 161; and,

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by J. T. McCulloch, in so far as it covers the southwest quarter of the southwest quarter of said section sixteen Township Sixteen (16) North, Range Fourteen (14) East.

WHEREAS, said J. T. McCulloch hereinafter referred to as the party of the first part, is desirous of selling an undivided one-sixteenth interest in and to said oil and gas mining lease, and W. E. Reardon of Midland, Michigan, hereinafter referred to as the party of the second part, is desirous of buying an undivided one sixteenth interest in said oil and gas mining lease in so far as it covers said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section Sixteen (16) of Township Sixteen (16) North, Range Fourteen (14) East.

Now, Therefore, For and in consideration of the sum of ONE DOLLAR, in hand paid to the party of the first part by the said party of the second part, receipt of which is hereby acknowledged, together with the conditions, covenants and agreements hereinafter contained and set forth and to be performed and kept by the parties hereto, their successors and assigns, the said party of the first part doth hereby assign, set over, transfer and convey unto the said party of the second part, his successors and assigns, an undivided one-sixteenth interest in and to the oil and gas mining lease aforesaid, and all the rights thereunder or incident thereto, insofar as it covers the above-described real estate, including the drilling of a test well to be drilled to a 2200 foot depth, unless oil and gas is found in paying quantities at lesser depth, by the party of the first part, exclusive of the rig, casing and other necessary equipment.

Provided further that, as a further consideration of this assignment, the said party of the second part, his successors and assigns, will promptly pay his or their proportionate share of the expenses hereinafter made for all future and further drilling, developing, equipping and improvement of said lease and caring for the oil and gas produced from said premises, and, in the event said test well is a paying oil or gas well, the said party of the second part, his successors and assigns will pay his or their proportionate share of the expense of the rig, casing, equipment and labor necessary in completing said test well; but in the event the said test well is a dry hole, then the said party of the second part, his successors and assigns, will not be liable for any further expenses in connection with the lease, unless there should be further drilling or developing on said premises.

And for the same consideration the undersigned, for himself and his heirs, successors and assigns, or representatives, does covenant with the said assignee, his successors