

216204 C. J.

18443

No. 3.

ASSIGNMENT OF PART ACREAGE COVERED BY LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under date of September 26th, 1922, Mary J. Harris, a single woman, executed and delivered an oil and gas mining lease covering the following described lands in Tulsa County, State of Oklahoma, to wit:

The East Half of the Southeast Quarter, of Section Thirty Two (32) &
West Half of the Southwest Quarter, of Section Thirty Three (33) Township
Seventeen (17) North, Range Fourteen (14) East,

containing 160 acres, more or less, said lease being of record in said county in Book 349 at page 378, the assignor herein being the owner of said lease as to the portion thereof hereinafter described;

NOW THEREFORE, the party or parties signing this instrument as "ASSIGNOR", for and in consideration of the sum of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and other valuable consideration, does hereby grant, bargain, sell, transfer, assign and deliver to THE CARTER OIL COMPANY, a corporation of the State of West Virginia, with an office at Tulsa, Oklahoma, its successors and assigns, herein designated as "ASSIGNEE," the following described leasehold, premises and property;

1. All their right, title and interest in and to the lease described above so far as said lease relates to and covers the following described land in said county and state:

The Southeast Quarter of the Southeast Quarter of Section Thirty Two, (32), and
the Southwest Quarter of the Southwest Quarter of Section Thirty Three (33)

Township Seventeen (17) North, Range Fourteen (14) East containing eighty acres, more or less.

2. All personal property and lease equipment of whatsoever nature situate on the tract of land last herein described or appurtenant thereto or used in connection with the development and operation of the same for oil and gas mining purposes.

For the consideration aforesaid the assignor for himself, his heirs, executors, administrators and successors, hereby covenants and warrants to and with the assignee, its successors and assigns, that the assignor is the owner of said lease as to the tract of land last described herein, and that said lease creates a valid title to a leasehold for oil and gas mining purposes according to the terms and conditions therein set forth; that all rentals and royalties due thereunder to the date of this assignment have been duly paid; that he is the owner of a valid title to all personal property and lease equipment conveyed hereby, and that said leasehold, personal property and lease equipment are free from all liens, encumbrances, taxes and indebtedness of whatsoever nature.

If this assignment is made in pursuance of a written contract between the assignor and the assignee, it is expressly agreed that said contract is not merged in this assignment.

WITNESS the hand or hands of the assignor this First day of December, 1922.

THE ATLAS OIL & GAS COMPANY, of Okmulgee,
Okla

(CORPORATE SEAL)

B. W. Ludeman Pres.

Attest: J. R. Jones

Secy.

ACKNOWLEDGMENT OF CORPORATION

STATE OF OKLAHOMA,)
COUNTY OF OKMULGEE,) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this First day of December, 1922, personally appeared B. W. Ludeman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instru-