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WHEREAS Frank Copeland of Okmulgee, Oklahoma, hereinafter referred to as the party of the first part, is desirous of selling an undivided 1/32 interest in and to said oil and gas mining lease, and I, J. Bruce of Broken Arrow, Okla. hereinafter referred to as the party of the second part, is desirous of buying an undivided 1/32 interest in said oil and gas mining lease.

COMPARED

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 does hereby assign, set over, transfer and convey unto the said party of the second part, his successors and assigns an undivided 1/32 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 the Wilcox sand found at approximately 2200 ft. unless oil and gas is found in paying quantities at lessor 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 successor 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.

Provided further, as a further consideration of this assignment, that the party of the second part, his successors and assigns, do hereby promise to pay his or their proportionate share of all or any future assessment within a period of thirty days after receiving notice that the same is due and payable.

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 and assigns, that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same and that said rights, interest and property are free and clear from all liens and incumbrances and that all rentals due and payable thereunder have been duly paid.

IN WITNESS WHEREOF, The undersigned owner and assignor has signed and sealed this instrument this 9th day of November, 1922.

Frank Copeland

STATE OF OKLAHOMA }
OKMULGEE COUNTY } ss.

BE IT REMEMBERED, that on this 9th day of Nov. 1922 before me, a Notary Public, in and for the County and State aforesaid, personally appeared Frank Copeland, 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.