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STATE OF OKLAHOMA, Tulsa County, SS.

Before me the undersigned a Notary Public in and for said County and State on this 27th day of February 1923, personally appeared Lewis F. Cole, his wife to me known and Dorcas L. Cole 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.

My commission expires February 23, 1926

No Seal

No Name

Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 12, 1923 at 11:00 o'clock A. M.
in Book 442, page 404

By Brady Brown, deputy

(SEAL)

O. G. Weaver, County Clerk

224171 C.J.

ASSIGNMENT OF OIL AND GAS LEASE

COMPARED

WHEREAS, On the 1st day of September 1922 a certain oil and gas mining lease was made and entered into by and between M. J. Hickey, Marie Steinbuechel et. al., lessors, and Ray C. Vincent of Okmulgee, Oklahoma, lessee, covering the following described land in the County of Tulsa and State of Oklahoma, to-wit:

The East Half of Southeast Quarter of Section 25, Township 17 North and Range 13 East, Tulsa County, Oklahoma, together with other lands said lease being recorded in the office of the Register of Deeds in and for said County in Book ----- Page-----, and,

WHEREAS a 3/8 interest in and to the said lease and all rights thereunder or incident thereto are now owned by Frank Copeland and,

WHEREAS, Frank Copeland of Okmulgee, Okla. 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 Enoch Burtz of Broken Arrow, Oklahoma, 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.

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 One -thirty second 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 approximately at 2200 ft. depth, 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.