

identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice 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 said Corporation, EXCHANGE TRUST COMPANY, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal of office in said County and State the day and year last above written.

My commission expires May 15, 1924)SEAL(E. P. Jennings- Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma Feb. 26, 1923 at 10:00 o'clock A. M.
and recorded in Book 444 Page 147

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

COMPARED

222785-ACM

ASSIGNMENT OF OIL AND GAS LEASE

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 Steinbuchel, 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 Southwest 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 Claude Carpenter 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 acknowledge, 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 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 expense hereinafter made for all future and further drilling, developing equipment 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 shares 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.