

in writing by the terms of which said parties of the first part therein, to-wit: L. C. Hivick and S. Markham, for a good and valuable consideration, executed an assignment of an undivided one half (1/2) interest in and to the seven-eighths (7/8ths) interest aforesaid, to J. T. O'Reilly, which said assignment by the terms of said agreement aforesaid, was to be placed in escrow pending the drilling of a well by said party of the second part therein. a copy of which agreement is incorporated herein by reference and made a part hereof as if fully set out, herein; and

Whereas, party of the first part herein is now the owner of an undivided one half (1/2) interest in and to the said seven-eighths (7/8ths) interest, aforesaid; and

Whereas, party of the first part is desirous of assigning an undivided one-eighth (1/8) interest in and to said oil and gas rights, or an undivided 2/16ths interest in the entire, to party of the second part herein, Emma J. O'Reilly, his wife: and

Whereas, after the execution of the within assignment there will remain in J. T. O'Reilly an undivided 5/16ths interest in the entire, and an undivided 7/16ths in the entire oil and gas rights in L. C. Hivick, and an undivided 2/16ths interest in said rights in the fee owners:

Now, therefore, for one dollar (\$1.00) and other good and valuable considerations, and the mutual covenants herein contained, party of the first part hereby bargains, sells, assigns, and sets over to party of the second part, an undivided one-eighth (1/8) part, or an undivided 2/16ths interest in the entire oil and gas rights, in and to

Lots two (2) and three (3) and the north 10.57 acres, less .80 acres occupied by the Missouri, Kansas & Oklahoma Railway of lot four (4) the the north half (N $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of the northwest quarter (NE $\frac{1}{4}$) and the north half (N $\frac{1}{2}$) of the south half (S $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of section four (4) township nineteen (19) north, range ten (10) east, Tulsa County, State of Oklahoma.

To have and to hold the same forever, subject to the terms of the original grant and the agreement which is incorporated herein by reference, aforesaid.

Dated this 8th day of December, 1923.

J. T. O'Reilly.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of December, 1923, personally appeared J.T. O'Reilly, 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.

Given under my hand and seal the day and year last abovescribed.

(SEAL) Virginia M. Hagen, Notary Public.

My comm. exp. Dec. 30, 1925.

Filed for record in Tulsa County, Okla. on Feb. 18, 1924, at 4:40 P.M. recorded in book 448, page 15, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.