

State of Oklahoma
Muskogee County.

Before me, a Notary Public in and for said County and State on this 21st day of October 1908, personally appeared L. H. Holmes, Trustee, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year herein first above written.

Seal

W. H. Clark, Notary Public,
Muskogee County, Oklahoma.

My commission expires February 19, 1909.

Filed for record Oct. 27, 1908 at 5 a.m.

Seal

H. C. Walkley, Reg. of Deeds.

COMPARED

Assignment of interest in oil and Gas Lease.

Know all men by these presents, that E. C. Duffield and Frank Wright the assignees of the lease of a certain oil and gas lease, bearing date the 10th day of September A.D. 1908, covering the south half of the southeast quarter of northwest quarter and southeast quarter of southwest quarter of northwest quarter of section 28 in township 21 north, range 13 east of Indian Base and Meridian, in Tulsa County, Oklahoma, except 5 acres of said said land, as follows, the $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of NW $\frac{1}{4}$ and $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of NW $\frac{1}{4}$ of said section 28, and which said oil and gas lease was filed for record on September 12th, 1908 and duly recorded in book 28 at page 146 of the records in the office of the Register of Deeds for Tulsa County, Oklahoma, do, in consideration of the sum of two hundred dollars, the receipt whereof is hereby acknowledged hereby sell, assign, transfer and convey to F. B. Berlin, a one fourth interest in and to all the rights, privileges, interests and title which the said E. C. Duffield and Frank Wright have in said oil and gas lease.

It is further expressly agreed and understood between the parties hereto that as a part of the consideration of this assignment that the said F. B. Berlin shall pay one fourth of all the expense that shall be incurred in developing said lease and that he shall be entitled to receive one fourth of all of the net profits derived from said lease. Witness their hands this 17th