

COMPARED

457

terest 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 a Wilcox Sand depth, unless oil and gas is found in paying quantities at lesser dept, 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 improvements 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 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 part of the consideration of this assignment, that the party of the first part shall be and he is hereby considered and appointed to act as trustee and agent for said ^{Party of} second part, his successors and assigns, in reference to said test well and all future drilling, developing, equipping, operating, caring for, marketing and storing or producing oil or gas from the aforesaid premises under the terms and conditions of the aforesaid oil and gas mining lease and shall have the power to sign division orders and all other papers incident to the management of the property.

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 assessments 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 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 5th day of April 1923.

R. C. McCulloch

J. G. Stewart.

STATE OF OKLAHOMA
ss
Okmulgee County.

BE IT REMEMBERED, That on this 6th day of April, before me, a Notary Public, in and for the County and State aforesaid, personally appeared R. C. McCulloch & J. G. Stewart, 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.

WITNESS my hand and Notarial seal the day and year last above written.

My commission expires May 25, 1926

(SEAL)

A. M. Haghey-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, July 6, 1923 at 11:30 O'Clock A.M. And recorded in Book 457 Page 628