

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in this event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assigns of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof.

In testimony whereof, we sign this the 3rd day of May, 1923.

Geo. W. Boone,  
M. R. Shanks,  
Bertha M. Shanks.

State of Oklahoma } ACKNOWLEDGEMENT TO THE LEASE  
County of Tulsa ) SS Be it remembered, that on this 4th day of May, in the year of our Lord one thousand nine hundred and twenty three, before me, a Notary Public, in and for said county and state, personally appeared M. R. Shanks and Bertha Shanks, and Geo. W. Boone, to known 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.

In witness whereof, I have herunto set my official signature and affixed my notarial seal the day and year first above written.

(SEAL) E. E. Bateman, Notary Public.

My commission expires Sept. 11th. - - -

#### ASSIGNMENT.

Know all men by these presents; That Everett W. Evans of Collinsville, State of Oklahoma, the within named grant, in consideration of the sum of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Andrew V. Erwin heirs and assigns, the within grant.

To have and to hold the same forever, subject nevertheless to the conditions therein contained.

In witness whereof, the said grant has hereunto set his hand this 12 day of June, 1923.

Everet W. Evans.

State of Oklahoma }  
County of Tulsa ) SS On this 12 day of June, A.D. 1923, before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared Everett W. Evans and Andrew V. Erwin, to me known to be the identical persons 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 official seal.

(SEAL) J. O. Colburn Notary Public.

My commission expires March 23, 1926.