

475

hereto, their successors and assigns, the said party of the first part doth hereby assign, set over, transfer and convey unto the said party of the second part, his successors and assigns, an undivided One thirty-second ( $1/32$ ) 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 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 improvement of said lease and caring for the oil and gas produced from said premises; but in the event the said test well should not produce oil or gas in paying quantities, 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.

#### COMPARED

Provided further, as a part of the consideration for 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 the 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.

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 the undersigned has good right and authority to sell and convey the same 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 24th day of September 1923.

J. F. Hinton

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS.

Be it remembered that on this day came before me the undersigned notary public within and for the County and State aforesaid, duly commissioned and acting J. F. Hinton to me well known as the Grantor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand as notary public this Twenty-fourth day of September A. D. , 1923.

My commission expires August 26, 1926 (SEAL) M. M. Smith, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 15, 1923 at 1:30 o'clock P. M. in Book 475, page 478

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk