

be drilled to a Wilcox Sand depth, unless oil and gas is found in paying quantities at lesser depth, 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; 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 it is hereby constituted and appointed to act as trustee and agent for said party of the second part, his heirs 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 to receive and receipt for the proceeds of same.

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 assessment 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 5 day of July, 1924.

L. M. Graham

ATTEST:.....

State of Oklahoma)
Tulsa County)ss

BE IT REMEMBERED, That on this 10th day of July, before me, a Notary Public, in and for the County and State aforesaid, personally appeared L. M. Graham 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.

Beatrice E. Miller; Notary Public

My Commission expires June 27, 1928. (SEAL)

Filed for record in Tulsa County, Oklahoma on July 11, 1924 at 10:20 o'clock A. M. Recorded in Book 485 Page 555.

By Brady Brown, deputy

(SEAL)

O. G. Weaver, County Clerk.