

Given Under my hand and seal of office the day and year last above written.

D. G. Elliott, Notary Public

My Commission expires: July 5, 1927 (SEAL)

Filed for record in Tulsa County, Oklahoma on July 14, 1924 at 1:00 o'clock P. M. recorded in Book 485 Page 603.

by Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#262765 LLJ

ASSIGNMENT OF OIL AND GAS LEASE

COMPARED

WHEREAS, On the 7th day of March, 1924, a certain oil and gas mining lease was made and entered into by and between Allen Smith and Minnie Bell Smith his wife, lessor, and Elizabeth Greer, Esther Greer, M. Livinson, Joe Kraise, and Gladys Daniels, lessees covering the following described land in the County of Tulsa and State of Oklahoma, to-wit: Beginning at the SE Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section (4) Twp 19 North, Range 12 east, thence north to the Right of Way of The M.K. & T. RR Co. thence southwesterly along said Right of Way 540.3 ft. thence south to the east and west half sec line, thence to the beginning containing (5) acres more or less. said lease being recorded in the office of the Register of Deeds in and for said County in BookPage.....; and,

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by L. M. Graham and,

WHEREAS, L. M. Graham hereinafter referred to as the party of the first part, is desirous of selling an undivided 1-Sixteenth Interest in and to said oil and gas mining lease, and H. B. Taubman of Tulsa, Okla., hereinafter referred to as the party of the second part, is desirous of buying an undivided 1-Sixteenth interest in said oil and gas mining lease.

NOW, THEREFORE, For and in consideration of the sum of ONE DOLLAR, in hand paid to the party of the first part, by the said party of the second part, receipt of which is here by acknowledged, together with the conditions, covenants and agreements hereinafter contained and set forth and to be performed and kept by the parties 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, and undivided 1-sixteenth 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 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