

the said Parties of the Second Part owning each an undivided interest in the said oil and gas mining lease on the above described property. ~~CONWAY~~

2. The Parties of the Second Part and each of them covenant and agree that in case the well above referred to produces either oil or gas, to pay to the Party of the first Part Sixty-two (62¢) cents per foot for the said casing, and in case said well is a dry hole, it is agreed that the Parties of the Second Part shall pay to the Party of the First Part the sum of One (\$1.00) Dollar as rental on said casing, and said Parties of the Second Part agree to pull said casing and place it on top of the ground, free from expense to the First Party. It is understood that the title to the said casing remains in the Party of the First Part until the well above referred to produces oil or gas and until the said Party of the First Part is paid the purchase price thereof.

3. The Party of the First Part has furnished other material to the parties of the Second Part and it is intended that in the future the Party of the First Part will furnish additional material to the Parties of the Second Part to be used in the well above referred to. In case the said well is a producer, the Parties of the Second Part agree to assign, and do hereby assign, to the Party of the First Part the proceeds of the first oil or gas produced until the Party of the First Part has been paid the amount due him on the said casing furnished by him under the terms of this contract, and also for the other sums that may be due him for material furnished to said well before the making of this agreement and for materials that may be hereafter furnished.

4. It is further understood and agreed that the said assignment is to cover only the interest of the said Second Parties inasmuch as the said Second Parties do not own the entire oil and gas lease above referred to, but only undivided interests therein. 486

5. It is agreed by the Parties of the Second Part, and each of them, that the Party of the First Part shall have a first and prior lien on the respective interests of the Parties of the Second Part, and each of them, for the payment of the sum due him under the terms of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their signatures the day and year first above written.

Witness:

J. F. Conway

H. P. Taubman

Party of the First Part

Witnesses:

J. F. Conway

W. R. Courtright

J. F. Conway

H. P. Taubman Sup. Co.

W. R. Courtright

By H. P. Taubman
Hal F. W. Youngate

Paul Jackson

R. A. Harr

Nora Jacks

Frank S. Daniel

W. R. Courtright

J. H. Calvert

C. C. Crider

A. H. Luce

Robert Hays

Parties of the second Part.

State of Oklahoma,

County of Tulsa, : ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of February 1924, personally appeared, H. P. Taubman Supply Co., represented by H. P. Taubman, and W. R. Courtright, Hal F. A. Youngate, R. A. Harr, Franks S. Daniel, J. H. Calvert, A. H. Luce, and Robert Hayes, to me known to the the identical persons who executed the same as their own free and voluntary act and deed, for the purposes and uses