

As a security by the said J. O. Whitman to the said Ruby May Hancock and to insure the repayment of all amounts advanced by said Ruby May Hancock to said drillers and tool dressers, it has been and is hereby agreed that the said J. O. Whitman and his wife joining have agreed to assign and do hereby assign to the said Ruby May Hancock the undivided one-fourth interest of the said J. O. Whitman in and to oil and gas leases upon the following described real estate in Tulsa County, State of Oklahoma to-wit:

The South one-half Of Section twenty-four (24) and the South one-half of the Southeast one-quarter of Section Twenty-three (23), the Northeast one-quarter of the Northeast one-quarter and the North one-half of the Southeast one-quarter of the Northeast one-quarter of Section Twenty-six (26) and the Northwest one-quarter of the Northwest one-quarter and the Southeast one-quarter of the Northwest one-quarter of Section Twenty-five (25) Township nineteen (19), Range thirteen (13) East.

It is further agreed that the assignment made in this contract shall be held and placed in escrow in the Planters and Mechanics National Bank of Tulsa, Oklahoma, as security for the repayment by said Whitman to said Hancock for any amounts advanced by said Hancock under this agreement to said drillers and tool dressers and the said Whitman shall have and is hereby given the right to repay to the said Hancock any and all amounts advanced at any time before said well reaches said depth of eight-hundred (800) feet and there by cancel this assignment and take this agreement out of escrow.

It is further agreed that said Whitman shall have the right and agrees to repay to the said Hancock the amounts advanced under this agreement any time before or within ten days after said well reaches a depth of six hundred twenty-five feet if gas or oil in paying quantities is found at said depth or a lesser depth but if not so found, then said Whitman shall have the right to repay said sums at any time before or when said well reaches a depth of eight-hundred feet, but should he fail to repay as agreed and within the times fixed, then and in such event the assignment of the undivided one-fourth interest of said Whitman to said Hancock as made under this agreement shall become and be effective and the entire right and interest of said Whitman in and to said one-fourth interest shall pass absolutely and unconditionally to the said Hancock and shall become the absolute property of said Hancock in consideration for the amount advanced and paid by her under this agreement.

In testimony whereof the parties here and to set their hands this 15th day of December 1923.

J. O. Whitman.
Mattie L. Whitman
Ruby May Hancock

State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public in and for the said County and State, on this 15th day of December 1923, personally appeared, J. O. Whitman and Mattie L. Whitman his wife, and Ruby May Hancock, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its maker and acknowledged to me that they executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires Nov. 28, 1926

(SEAL)

Henry F. Fulling, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar 12, 1924 at 1:00 o'clock P. M. in Book 486, page 596

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk