

On this 23rd day of July, 1924, before me a Notary Public in and for said County and State, came T. D. Evans, of the Firm of Hopping and Evans to me personally known to be the identical person who executed the foregoing release of mortgage, and acknowledged to me that he executed the same as his voluntary act and deed and as the voluntary act and deed of Hopping & Evans, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires April 26th, 1928. (Seal)

Gladys Hatch, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, July 23, 1925, at 11:30 o'clock A.M. and recorded in Book 490, Page - 216.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

490 263603 C.M.J.

ASSIGNMENT OF OIL AND GAS LEASE.

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 Green, Esther Green, N. Livinson, Joe Krause & Gladys Daniels, lessee, 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 NE $\frac{1}{4}$ of Section four, Twp. (19) North, Range (12) East, thence north to the M.K. & T.R.R. Co. Right of way line, thence southwesterly along said Right of way 540.3 ft. to the east and west half section line, thence east 504 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 Book -- page ---; and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by Grahoma Oil Co. and

WHEREAS, Grahoma Oil Co. or - - - hereinafter referred to as the party of the first part, is desirous of selling an undivided One-sixty fourth interest in and to said oil and gas mining lease, and H. P. Taubman of Tulsa, Oklahoma, hereinafter referred to as the party of the second part, is desirous of buying an undivided one-sixty fourth 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 hereby 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, an undivided One-sixty fourth 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