

It is agreed that failure to make either of the deferred payments above provided for when due shall render this assignment null and void, and that the payments theretofore made by assignee shall be retained by assignor as liquidated damages.

IN WITNESS WHEREOF, The undersigned owner and assignor has signed and sealed this instrument this the 30th day of June 1924.

STATE OF OKLAHOMA,  
COUNTY OF TULSA.

} SS. B. E. Kennedy.

On this 30th day of June, A. D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared B. E. Kennedy 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. My commission expires March 2nd, 1925. (Seal) Mabel Schuermeyer, Notary Public. Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 10, 1924 at 1:00 P. M. O'clock, recorded in book 499, page 170. By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

271629-CW.

#### ASSIGNMENT OF OIL AND GAS LEASE.

WHEREAS, on the 16th day of September, 1924, a certain oil and gas mining lease was made and entered into by and between W. F. Walsh, Anna C. Walsh, Harry Barrett, Tela Barrett, N. L. Nelson, Hugh Davis, A. C. Blanscet, Geo. M. Weber, R. E. Wagoner, Mrs. R. E. Wagoner, D. M. Rhoades, Ethel Rhoades, Chas. F. Michaelson and Maude Michaelson, as lessors, and H. F. Worley, as lessee, covering the following described land situate in the County of Tulsa, State of Oklahoma, to-wit: Lots One (1), Two (2) & Three (3), in Block One (1), Martin Addition to the City of Tulsa, Oklahoma, and Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Four (4), Martin Addition to the City of Tulsa, Oklahoma, and Lots One (1), Two (2), Four (4), Five (5) and Six (6), in Block Seven (7), Martin Addition to the City of Tulsa, Oklahoma, containing approximately seven (7) acres, more or less, which said lease was recorded in the office of the County Clerk of Tulsa County, Oklahoma, in book 496, at Page 624 in the records of the said office; and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by H. F. Worley,

NOW, THEREFORE, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said H. F. Worley, presents owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey unto Nueces Oil Company, a corporation of Tulsa, Oklahoma, an undivided one-half of all of his right, title and interest in and to the said lease and rights thereunder, covering the land described above, together with all personal property used or obtained in connection therewith, to and unto the said Nueces Oil Company, a corporation, its successors and assigns.

And for the same consideration the said H. F. Worley, for himself, his heirs and representatives, does covenant with the said Nueces Oil Company, its successors or assigns, that he is the lawful owner of the said lease and all the rights and interest thereunder, and of the personal property thereon or used in connection therewith, and that he has good right and authority to sell and convey the same, and that the said rights, interest and property so conveyed herein are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.