

Said lease being duly recorded in the office of the United States Clerk for the Western District of the Indian Territory at Sapulpa, Indian Territory, on volume "V" at page Six (6) of the records of deeds and mortgages, and,

WHEREAS, the party of the second part, at the time of taking said lease furnished one-third of the money paid to the lessor as bonus and at all times borne one-third of the expense in any way connected with said lease, said moneys having been advanced at the special instance and request of the party of the first part, and with the understanding that the party of the second part should have an undivided one-third interest in and to said lease.

NOW, THEREFORE, For and in consideration of the sum of One Dollar cash in hand paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, and the further consideration of the premises above mentioned, the party of the first part does hereby grant, bargain, sell, convey and assign unto the party of the second part, an undivided one-third interest in and to the lease above mentioned.

TO HAVE AND TO HOLD THE SAME, unto the party of the second part, his heirs and assigns, for the full term and period during which said lease shall extend.

It is understood that this instrument is subject to a certain development contract executed by the party of the first part, together with the Pawnee-Tulsa Petroleum Company, a corporation, the party of the second part to receive one-third of the proceeds accruing to the party of the first part under said contract, and also in case at any time in the future the parties to this instrument shall have occasion themselves to operate said lands, then the party of the second part shall pay one third of all expenses incident to the operation, and share in the proceeds to the same extent.

This instrument shall extend to and be binding upon the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the party of the first part has subscribed his name the day and year first above written.

(Col. E. Mays.)

UNITED STATES OF AMERICA, )  
WESTERN DISTRICT, )  
IN DI AN TER RITORY. )

BE IT REMEMBERED, That on this 17th, day of July 1906, before me, a Notary Public, in and for the Territory and District aforesaid, personally appeared Colonel E. Mays, to me well known to be the person who subscribed the above and foregoing assignment and acknowledged that he had executed the same for the purposes and consideration therein mentioned and set forth, and I do hereby so certify.

Ethel Kehrner, Notary Public.

(SEAL) My commission expires June 25 1910.

STATE OF OKLAHOMA, )  
TULSA COUNTY. ) SS.

BEFORE ME, a Notary Public, in and for said County and State, on this 23rd, day of August 1909, personally appeared Col. E. Mays, 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.

WITNESS MY HAND AS such Notary Public, this 23rd, day of August 1909.

W. V. Biddison, Notary Public.

(SEAL) My commission expires 11/25/1911.