

## A S S I G N M E N T.

THIS INDENTURE, Made this 11 day of September 1907, by and between Colonel E. Mays of Red Fork, Ind. Ter., party of the first part, and F. B. Mays, of Red Fork, Ind. Ter., party of the second part.

WITNESSETH: That Whereas, on the 29 day of June 1905, the party of the first part took a certain oil and gas mining lease from W. D. Watkins, of Sapulpa, Ind. Ter., covering the following described land situated in the Creek Nation of the Indian Territory, to-wit:

W/2 of NW/4 of Sec. Two (2), Township Seventeen (17) North, Range Twelve (12) East, containing Eighty (80) acres more or less. Said lease being duly recorded in the office of the United States Clerk for the Western District of the Indian Territory at Sapulpa Ind. Ter., 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 has 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, 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, 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 said party of the second part, his heirs and assigns for the full term and period during which said lease shall extend.

It is further 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 of this instrument shall have occasion to operate said lands, then the party of the second part shall pay one third of the 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, executors, administrators 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, )  
I N D I A N TERRITORY. )

BE IT REMEMBERED, that on this 11 day of September 1907, before me a Notary Public, in and for the Territory and District aforesaid, personally appeared Colonel E. Mays, to me well known as 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.

F. O. Brown, Notary Public.

(SEAL) My commission expires 2/21/1911.

STATE OF OKLAHOMA, )  
T U L S A COUNTY. ) SS.

Before me, a Notary Public, in and for said County and State, on this