

ASSIGNMENT

COMPARED

THIS CONTRACT AND AGREEMENT made and entered into this the 22rd day of October, 1909, by and between Robert Oglesby, party of the first part, and the Gypsy Oil Company, a corporation under the laws of Oklahoma, party of the second part, does

WITNESS, that, whereas, the party of the first part is the owner of an oil and gas mining lease covering

The east half of the Northwest quarter (E $\frac{1}{2}$ of NW/4) of Section Ten (10) Township Seventeen (17) North, Range Twelve (12) East, in Tulsa County, Oklahoma which said lease was executed to the party of the first part by Pompey Grayson, guardian of Isabel Lewis, a minor, and bears date of the 11, day of December, 1905, which said lease is on a Departmental form of creek oil and gas mining leases, and numbered 7180, and has hitherto been approved by the secretary of the Interior; and which said oil and gas mining lease has been duly and regularly removed from Departmental control, and

WHEREAS the party of the first part is desirous of selling, assigning and transferring to the Gypsy Oil Company, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in and to said lease, and the lease-hold estate created thereby, and in and to the land described therein, and to sell all the oil now in tanks on said premises, together with the tanks, machinery, tools, appliances, and all personal property now situated on said above described premises and used in connection with the operation of said lease, and the party of the second part is desirous of purchasing said assignment and transfer of said undivided three-fourths ($\frac{3}{4}$) interest in and to said lease, the lease-hold estate created thereby, the land described therein, and the tanks, oil, machinery, tools, appliances, and personal property now situated on said above described premises.

NOW, THEREFORE, In consideration of the premises, and in consideration of the sum of Forty One thousand, five Hundred Dollars (\$41,500) to the party of the first part in hand this day paid by the party of the second part, the party of the first part hath this day granted, bargained, sold, assigned, transferred and set over, and by these presents doth hereby grant, bargain, sell, transfer assign and set over to the Gypsy Oil Company, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in and to the above described lease, the land covered therein, and the leasehold estate created thereby, to have and to hold said undivided three-fourths ($\frac{3}{4}$) interest during the term and subject to the conditions and stipulations contained in said lease, together with all tanks, oil, machinery, tools, appliances and personal property now on said premises and used in connection with the operation thereof. And the party of first part for himself, his heirs, executors, and administrators hereby covenants with the party of the second part, its successors and assigns, as follows.

(a) That he has a valid and subsisting oil and gas mining lease on the above described premises, and that said lease is now in full force and effect and has