

COMPARED

THIS CONTRACT AND AGREEMENT made and entered into this 17<sup>th</sup> day of October, 1910, by and between Joseph Bruner party of the first part, and E. A. Ross, party of the second part, does

WITNESS That, for and in consideration of the sum of Four hundred (\$400.00) dollars in hand this day paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has this day granted, bargained, sold, assigned, transferred and set over to, and by these presents, doth hereby grant, bargain, sell assign, transfer and set over to E.A. Ross, his successors and assigns his certain oil and gas mining lease dated June 10<sup>th</sup> 1910 and recorded in Book 90 on page 41 of the records of the register of deeds of Tulsa, County, Oklahoma, which said lease was executed by Eddie E. Crossley and J.S. Crossley, lessor, and the party of the first part herein, lessee, covering the South Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) Section 28, Township 19 North, Range 11 East, and the lease hold estate thereby created, and all their right, title interest and estate in and to said land above described and in and to the oil and gas thereunder, together with all the rights, privileges and immunities conferred by said above named lease; to have and to hold the above granted premises to the said E.A. Ross, his successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, for the term, and subject to the conditions and stipulations in said above mentioned lease set out and contained;

And the party of the first part, for himself, his heirs executors, and administrators, hereby covenants and agrees with E.A. Ross, his successors and assigns, as follows;

(a) That he has a valid and subsisting oil and gas mining lease on and leasehold estate in and to the above described land, and has a good and perfect right to sell, transfer and assign the same as the same is herein and hereby sold, transferred and assigned;

(b) That he has not done any act which would cause a forfeiture of said above described lease or the leasehold estate created thereby, nor which would be the basis of an action to cancel or set aside the same, and that on the execution and delivery of this deed of assignment, E.A. Ross his successors and assigns will be seized and possessed of a valid and subsisting oil and gas mining lease on and leasehold estate in and to the above described land, for the term and subject to the conditions of said above mentioned lease;

In witness whereof the party of the first part has hereunto set his hand this the day and year first above written.

Joseph Bruner

State of Oklahoma, County of Creek, SS.

Before me, Mary M. Hoke, a Notary Public in and for said county and state, on this 17<sup>th</sup> day of October, 1910 personally appeared Joseph Bruner 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.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

(seal)

Mary M. Hoke, notary public