

AND THAT the parties hereto have reached an agreement for the assignment of an amount of said payment, hereinafter referred to as "overriding royalty", as hereinafter identified and subject to the conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid to Owner, Owner does hereby assign, convey and deliver unto COTTONWOOD PROPERTIES, INC., but without representation or warranty of title either expressed or implied, 50 % of said overriding royalty as above identified relating to all production from the above-described lands under the above-described lease or any extensions or renewals executed in lieu thereof, or allocated to said lands as above described.

TO HAVE AND TO HOLD unto said Assignee, his heirs, legatees, personal representatives and assigns forever.

The assignment herein made is subject to each and every of the terms and conditions of the above-described lease, or any extensions or renewals executed in lieu thereof, and of the above-described agreement with Phillips Petroleum Company.

EXECUTED as of this 5TH day of JULY, 1957.

Marian Ivern Eccutrie

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