

The said party of the second part, for the use of said land, agrees to pay to the party of the first part rent, during the term of this contract, payable as follows:

\$65.00 cash in hand the receipt of which is hereby acknowledged by first party.

And the second party further agrees: - - -

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

Frank Haikey,

C. A. Peterson

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, M. C. Williams,, a Notary Public in and for said County and State, on this 9th day of Sept. 1922, personally appeared Frank Haikey to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(Seal)

M. C. Williams,

Notary Public.

My commission expires June 20, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, September 11, 1922, at 2:00 o'clock P. M. and recorded in Book 417, Page 217.

By M. Delman, Deputy.

(Seal)

O. D. Lawson, County Clerk.

208429 C.M.J. COMPARED

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } ss. AFFIDAVIT.

C. E. Beyl, of lawful age, being first duly sworn, on his oath states that he was the lessor in two certain oil and gas leases executed on May 9th, 1912, and on February 9th, 1915, in favor of Victor H. Martin, and covering 15.59 acres of lot 3, Section 3, Township 19 N. Range 12 E. Tulsa County, Oklahoma, which leases are recorded in the office of the Register of Deeds of Tulsa County, Oklahoma, in book 125, page 565, and book 146, page 411, respectively; that said tract of land included in this leases did not include the west half of the northwest ten acres of lot 3 in said Section 3.

Affiant further states that there was no production had under the said leases, and that they consequently expired by their own terms.

Affiant further states that he is acquainted with the right-of-way grant executed by himself to the Prairie Oil and Gas Company on June 10, 1913, which is recorded in the office of the Register of Deeds, Tulsa County, in book 158, page 373, and that said right-of-way was not granted to cover nor does it cover any portion of the said west half of the northwest ten acres of lot 3 in said Sec. 3, Twp. 19 N. Range 12E.

Affiant further states that he has been a resident, of Tulsa County, State of Oklahoma, State of Oklahoma, for over twenty years past; that for that period he has been personally acquainted with the west half of the northwest ten acres of lot 3, Sec. 3, Twp. 19 N. R. 12 E; that he knows of his own knowledge that there has been no development on said land under a certain oil and gas lease dated June 3, 1901, executed by Chisso Childers to Mrs. H. C. Calhoun, which lease was recorded in the office of the Clerk of the U. S. Clerk at Muskogee, Indian Territory, Index 6, Page 224; and that he knows of his own knowledge that no development was had on said property under a certain oil and