

the instrument of conveyance, or by receipt of the original instrument of conveyance or a duly certified copy thereof, and it is hereby agreed that in the event this lease be assigned as a part or as to parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportion to part of the rents due from it, him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee thereof shall make due payment of said rental,

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

The lessee shall have the right at any time, on the payment of a sum equal to one-fourth of the annual rental as hereinabove provided to the lessor, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine; provided, this surrender clause and the option therein granted to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease, or any of its terms, or to recover possession of the leased land, or any part thereof, against or from the lessor, their heirs, executors, administrators, successors or assigns, or any other person or persons.

Witness the following signatures the day and year first above written.

D. H. Vire

Ella Vire

(Acknowledgment to the lease.)

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

BE IT REMEMBERED, That on this 21st day of April, in the year of our lord one thousand nine hundred and Twenty before me, a Notary Public, in and for said county and state, came D. H. Vire and his wife Ella Vire known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(Seal)

Mortimer P. Waldron, Notary Public.

My commission expires Nov. 13, 1923.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 30, 1923, at 4:00 o'clock P.M. and recorded in Book 435, Page 76.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

220542 C.M.J.

COMPARED

RELEASE OF OIL AND GAS LEASE.

WHEREAS, heretofore, to-wit: On the 20th day of April, 1920, a certain oil and gas mining lease was executed by and between C. S. Ferner and his wife, Alsada M. Ferner, as lessors to C. R. Travers, as lessee, under the terms of which the said lessors leased to the said lessee for oil and gas mining purposes the following described property, lying and situated in Tulsa County, Oklahoma, to-wit:

Northeast quarter (NE<sup>1</sup>) of the Southeast quarter (SE<sup>1</sup>), Section Twenty-nine (29), Township Twenty (20), Range Thirteen (13), containing forty (40) acres more or less; and,