

Bank shall be and be accepted as full and legal surrender of lessor's rights under this lease.

In Witness whereof, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

Huckelberry Smith (seal)

Cyrus S. Avery (seal)

State of Oklahoma, Tulsa County, } ss.

Before me, a Notary Public, in and for said County and State, on this 3rd day of February, 1909, personally appeared Huckelberry Smith 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.

(seal)

A. D. Davis, Notary Public.

my commission expires November 26, 1911.

Filed for record Feb. 3, 1909 at 10 o'clock A. M.

(seal)

H. C. Whitley, Reg. of Deeds.

Deed of Release

Whereas Perry M. Kay by mortgage dated Dec. 31, 1907, and recorded in the Clerk's office of the United States Court for the Western District of the Indian Territory at Tulsa, Okla. in Book 34, page 18, conveyed to W. E. Rowsey the property in said deed described to secure the payment of the note and the interest thereon in said deed fully described and set forth,

and whereas the said Perry M. Kay has paid and satisfied said note and the interest and is justly and legally entitled to a full release of said mortgage.

Now, therefore, I, W. E. Rowsey do hereby remise, release and quit claim unto the said Perry M. Kay and his successors and assigns the property in said mortgage described as follows, to wit: NE 1/4 section 15, East 1/2 SE 1/4 of section 18, all in Twp. 16 N. Range 13 East.