

shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands.

Nellie Brian

L. G. Brian

STATE OF OKLAHOMA, Tulsa COUNTY, SS.

Before me, The undersigned a Notary Public in and for said County and State, on this 22nd day of July, 1924, personally appeared Nellie Brian and L. G. Brian, her husband and----- to me 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.

My commission expires April 8, 1928 (SEAL) Chas. B. Rawson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 23 1924 at 2:20 o'clock P. M. in Book 492, page 331

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

263639 C.J.

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, on December 15, 1923, J. O. Whitman and Mattie L. Whitman, his wife, executed and delivered to Ruby May Hancock a certain assignment purporting to assign an undivided one-fourth interest in an oil and gas lease on the

South Half (S $\frac{1}{2}$) of Section 24, Township 19 North, Range 13 East of the

Indian Meridian, Tulsa County, Oklahoma,

which assignment is recorded in Book 486, page 596, of the records of the County Clerk of said County; and,

WHEREAS, on December 10, 1923, the said Ruby May Hancock executed to C. J. Mooney and Henry Randau a certain assignment purporting to assign to the said last named parties an undivided one-half interest in and to an oil and gas lease on said property, together with an undivided three-fourths interest in all personal property used in connection therewith; and,

WHEREAS, the said J. O. Whitman never at any time had an oil and gas lease on said described property, nor any leasehold estate therein, and executed said assignment as to said described property without any right so to do in contemplation of procuring a lease on said property from the owner thereof by virtue of an oral agreement with said owner to execute a lease to the said J. O. Whitman upon performance by the latter of certain conditions precedent within a specified time, which conditions were never performed within the time prescribed, by reason whereof the said oral agreement was never performed; and,

WHEREAS, said oral agreement was never binding upon the owner of said property and the said J. O. Whitman and his assignees never acquired any oil and gas lease or any interest in the oil and gas under said property, or any leasehold estate therein under and by virtue of said oral agreement or under the assignments above described;

NOW, THEREFORE, in consideration of the premises the said J. O. Whitman, Ruby May Hancock, C. J. Mooney and Henry Randau do by these presents disclaim any and all right, title and claim to or interest in the said above described property or the oil and gas thereunder, or oil and gas leasehold estate therein, and do hereby grant, quitclaim and convey unto John A. Whitman, the present owner of said property, all interest, claim, right and title of every character in and to the said above described real property, the oil and gas leasehold estate in said property, or the oil and gas and other minerals thereunder.