

action attempt to claim or recover any sum of money or other things of value for herself and children for their use and support.

It is further agreed by the parties hereto, of their property, interest and all their rights thereto; said parties at this time being husband and wife, and by mutual consent having this day separated and divided their property between themselves, without the intervention of the Courts of Law, and said settlement being entirely satisfactory to both parties hereto, and in full accord with their ideas of justice one to the other, and it is fully agreed by and between the parties hereto, that this agreement shall in the future be binding upon them and all their property and personal rights.

IN WITNESS WHEREOF, the parties have this day subscribed their names and affixed their seals.

Signed and Delivered in the

A. D. Weldy,

Presence of:

Party of the First part.

D. B. Crewson

Juanita Wedley

T. W. Johnson.

Party of the Second part.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Before me, a Notary Public, in and for said County and State, on this 18 day of March, 1909, personally appeared A. D. Weldy and Juanita Weldy, 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.

D. B. Crewson, Notary Public.

(SEAL) My commission expires Sep. 27th, 1910.

Filed for record at Tulsa, Okla., Apr. 20, 1909. at 1.55 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

%.%.%.%.%.%.%.%.%.%.%.%.%.%.%.%.%

#### AGREEMENT.

MEMORANDUM OF AGREEMENT, made and entered into this 19th, day of April, 1909, by and between James H. Thomas and Eugenia Thomas, his wife, parties of the 1st part and the Ryan Oil & Gas Company, parties of the second part:

WITNESSETH: Whereas, Leonard Raymond Thomas, the minor child of the parties of the first part, to whom there was allotted as a citizen of the Cherokee Nation the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 24, Twp. 20 N., Range 12 E. are the owners of the life estate in the premises herein described and whereas the said James H. Thomas has heretofore as the guardian of his minor children, and by and with the consent of the County Court of Tulsa County, made and executed an oil and gas mining lease to R. W. Thomas, upon the lands herein described, which said lease has been duly assigned by R. W. Thomas to the Ryan Oil & Gas Company.

THEREFORE, in consideration of One Dollar (\$1) to us in hand paid, the receipt of which is hereby acknowledged, we have this day granted and let and hereby grant and let unto the Ryan Oil & Gas Company, the right and privilege to enter upon the lands herein described and to use so much of the surface thereof as may be necessary for drilling wells and otherwise operating said lands for oil and gas under the terms and conditions set forth in said lease.

IN WITNESS WHEREOF, we have hereunto subscribed our names, the day and year first above written.