WITNESS my hand and notarial seal at Tulsa, Oklahoma, the day and year last above written.

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O. F. Macon, Notary Public.

(SEAL) My commission expires May 22, 1913.

Filed for record at Tulsa, Okla.? Jun. 11, 1909, at 9.25 A. M.

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

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STATE OF OKLAHOMA, MUSKOGEE COUNTY) SS:

Claude English, of lawful age, being first duly sworn on oath deposes and says: That he is the husband of Bessie English, whoes name before her marriage was Bessie Brown. That Bessie Brown is a member of the Creek Tribe of Indians, of three-eights Indian Blood That affiant and Bessie Brown were married in the month of October 1907, and are now living together as husband and wife; That at the time of their marriage Bessie Brown was under the age of Eighteen (18) years, that according to affiant's best information and belief, Bessie Brown became Eighteen (18) years of age in February 1908.

Affiant further states that on the 18th, day of January 1908, at the time of the execution of the oil and gas lease by affiant and his wife, Bessie English, to Andrew J. Englert, Ernest K. Moses, John Chaney and Thos. O. Harp on all of the Southeast Quarter of Section 22, Township 18 N., Range 12 E. in Tulsa County, except the Northeast Quarter of said Southeast Quarter Section, Bessie English was not Eighteen Years old, and that at the time of the execution of said lease, the said lessees were informed by affiant and his wife, and well knew the fact to be that Bessie English was not eighteen years of age; that said lease was executed by affiant and his wife, according to their understanding, for the period of one year only, or until Bessie English became of age, after which a new contract was to be entered into between the parties to said lease, in case the lessees commenced development under said lease and performed all of the terms and condidtions of said lease.

Affiant further says that no developent was ever made and none has been made by said lessees up to this time; that no wells have been drilled, no derricks erected, and no steps of any nature whatever taken by said lessees towards drilling any wells on said lands, and that said lessees are not noward never have been in possession of said land or any part thereof, under said lease.

Affiant further says that between three and four months after his wife Bessie English became eighteen years of age, the lessees above named, through John Chaney, attempted to secure from affiant and his wife a new lwase on said land, and that affiant and his wife refused at the time and at least one half dozen times, to execute a new lease on said land, to said lessees, since affiant's wife became of age.

Affiant further says that neither affiant or his wife have ever been paid any consideration, or have ever received in any way any consideration for said lease except the sum of One (\$1.00) Dollar, and that the lease above referred to has hot been in any way ratified or confirmed by affiant and his wife, but that said lease has been repudiated, and that affiant and wife consider themselves not bound by said lease.

Affiant further says that on the 28th, day of May 1909, he and his wife Bessie English, executed a lease for oil and gas on all of the Southeast Quarter of Section 22, Township 18 North, Range 12 East, In Tulsa County, to Robert Jordan; that at the time of