AFFIDAVIT.

Jurs - 25.56

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

I, F. M. Sutton, being first duly sworn, on oath do say that I am personally acquanited with William D. Murrell, of Kansas City Missouri. That on the 23rd, day of June 1908, I negotiated a loan for one Minnie P. Stewart in the sum of \$800.00 on land located in Section Fourteen (14) of Township Seventeen (17) North and Range Twelve (12) East of the Indian Base and Meridian, securing which loan the said Minnie P. Stewart and Robert J. Stewart (wife and Husband) made and executed to him as one W. D. Murrell a mortgage in the sum of \$800.00, and which was recorded in the office of the Register of Deeds for Tulsa County, Oklahoma, on June 23rd, 1908 and recorded in Book 36 at page 38, and also executed a second mortgage to William D. Murrell in the sum of Ninety Six Dollars and which was filed for record in the office of the register of deeds for Tulsa County, Oklahoma, on June 23rd, 1908 and recorded in Book 36 at Page 37, and that of my own personal knowledge I know that the William D. Murrell and W. D. Murrell named and mentioned in both the above mortgages are one and the same identical person.

Dated at Tulsa, Okla., this 30th, day of June A. D. 1909.

F. M. Sutton.

Subscribed in my presence and sworn to before me F. M. Sutton, this 30th, day of June A. D., 1909.

Sam'l P. McBirney, Notary Public. (SEAL) My commission expires June 11, 1910.

Filed for record at Tulsa, Okla., Jun. 30, 19,09, at 9.05 o'clock A. M. H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

THIS AGREEMENT, made and entered into, this 24th, day of June A. D. 1909, by and between Marion Eoff, as Guardian of Orville V. Ross, minor, party of the first part and The Lucas Oil Company, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$50.00 Dollar, and other valuable consideration in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, on the part of the party of the second part to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said party of the second part, its heirs, successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land se tuated in the County of Tulsa, State of Oklahoma, bounded and described as follows,to-wit:

NE/4 of NE/4 Section 16 and SE/4 of SE/4 of SE/4 Section 9, All in Township 20 N., R. 14 E. Containing 50 acres more or less.

It is agreed that this lease shall remain in force for a term of years expiring at majority Mch 14th, 1919. and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.