

It is mutually agreed by and between the first and second parties hereto that in further consideration for the payment of said sum of One Dollar and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to release and terminate this grant at any time. Thereafter all liabilities of both first and second parties hereunder shall cease and determine.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of November 1909.

Witness.

Isaac Quinn. (seal)

Laura Quinn (seal)

State of Arkansas)

County of Sebastian (s.s.

On the day of 12th day of November A.D. 1909, before me, the subscriber, a Notary Public, in and for said County and State personally appeared Isaac Quinn and Laura Quinn, to me known to be the identical persons named in, and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

Witness my hand and official seal on the date above written.

(seal)

Geo. F. Youmans, Notary Public.

My commission expires January 18, 1912.

Filed for record at Tulsa, Okla. Feb. 15 1910 at 3¹⁰/₆ o'clock P.M.

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

Assignment.

KNOW ALL MEN BY THESE PRESENTS, That, for value received, we, the Avery Investment Company, by Cyrus S. Avery, its President, do hereby sell, assign, transfer, and set over to the Phoenix Mutual Life Insurance Co., of Hartford Conn., the note and interest coupons secured by, and all our rights, title and interest, in a certain mortgage bearing date the 1st day of February A.D. 1910 and covering the following described land in Tulsa County, Oklahoma, to-wit:

Northeast quarter of the Northeast quarter, and the Southeast quarter of the Northwest quarter of the Northeast quarter, in Section Eleven (11) Township Twenty two (22) East, Range Twelve (12) containing 50 acres, more or less, according to the U.S. Government survey thereof, and recorded in the office of the Register of Deeds of Tulsa County, Oklahoma in Book 50 of Mortgages, at Page 357 and authorize the said Register of Deeds to enter this assignment upon the records.