

east quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of Sec. (26) Twp. (19) North, and range (10) east, containing (80) acres.

To have and to hold all the right title and interest of said Joseph Bruner, in and to the above described property unto the said E.M. Arnold his successors and assigns for the residue of the term mentioned in the said lease, and the assignment thereof under the yearly rentals and royalties therein provided on the part of the lessee to be done, kept and performed and the said Joseph Bruner hereby warrant to defend the title to same to the said E.M. Arnold his heirs successors and assigns during the term of said lease against all persons whomsoever lawfully claiming the same.

Witness our hand and seal this 21st day of Feb. 1910.

Joseph Bruner

State of Oklahoma)

County of Creek (s.s.

Before me S.N. Hurd, a Notary Public in and for said county and state personally appeared on this 28th day of Feb. 1910 Joseph Bruner, to me well known to be the identical person who acknowledged to me that he executed the same as his free voluntary act and deed for the use and purposes therein mentioned and set forth.

(seal)

S. N. Hurd, Notary Public.

My Comm. Exp. May 13", 1912.

Filed for record at Tulsa, Okla. Mar 1 1910 at 11:30 O'clock A.M.

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

COMPARED

Agreement Canceling Oil and Gas Lease.

WHEREAS, the Secretary of the Interior on December 14, 1907, approved and oil and gas mining lease dated October 3rd 1907, between Henrietta Haikey, nee Charlile, Lessor, and the Duquense Oil and Gas Company, of Bartlesville, Oklahoma and Pittsburg, Pennsylvania, lessee and,

WHEREAS, said lessee is desirous of having said lease cancelled and did on January 6th, 1910, surrender the quadruplicate copy of same to the Indian Superintendent and file with him a certified copy of a quit-claim deed running to the lessor, with the request that said official cause said lease to be cancelled, and

WHEREAS, the lessor was notified on January 19, 1910 by the Indian Superintendent, that inasmuch as the lessor is of less than one half Indian blood, and ~~and~~ therefore unrestricted the lease should be cancelled by agreement of the parties concerned in accordance with Section 3 of the Act of Congress approved May 27, 1908, (35 Stat. L 312)

THEREFORE, this instrument witnesseth, that said lessor and Thomas Blair her grantee and the lessee for and in consideration of the sum of One Dollar (\$1.00) to ^{each} in hand well and truly paid by the other at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, here by mutually agree that from and after the date of filing the quit-claim deed, viz: January 5th 1910, said lease above mentioned, covering the following described lands, shall be of no further force or effect and the lessee is hereby relieved from all further obligations in connection with same.