

remainder of the term of this lease.

IN FURTHER CONSIDERATION of the payment of the sum of One Dollar first above mentioned first parties hereby expressly waive their right to annul or declare a cancellation or a forfeiture of this lease except for the non-payment of rental when due, and hereby grant unto second parties the exclusive option and right to re lease and terminate this grant or any undrilled portion thereof at any time by paying all rental due at that time, and cancelling this lease on the records, and delivering it at the bank where the rental is made payable. Thereafter all liabilities of second party as to the portion release shall cease and determine.

It is agreed that if no operation is commenced within sixty days this lease shall be null and void.

Second parties shall have the right to use sufficient gas, oil and water free of cost to drill all wells and for all purposes necessary or convenient in operating the same or any property operated jointly with this; but shall not interfere with the first parties present water supply.

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 28th day of July 1910.

D.H. Curran (seal)

Ada C. Curran (seal)

Witness

State of Oklahoma, County of Tulsa, SS.

I W. H. Kiser, a Notary Public, in and for said county in the state aforesaid, do hereby certify that D.H. Curran and Ada C. Curran, his wife, personally known to me to be the same persons whose names ---- subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 29th day of July, A.D. 1910.

(seal)

W.H. Kiser, Notary Public,
Post Office Address, Tulsa, Okla.

My commission expires June 11, 1913.

Filed for record at Tulsa, Okla. Jul. 30th 1910 at 10:20 o'clock A.M.

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

COMPARED

RELEASE OF PART OF ROYALTY.

THIS INDENTURE, Made and executed this 29th day of July, 1910, by and between T.M. Buffington, W.P. Phillips and L. W. Buffington, of the first part, and the Westchester Oil and Gas Company, of the second part, Witnesseth:

That whereas, the parties of the first part are the owners of the fee in the lands hereinafter described, and the party of the second part is the holder of an oil and gas lease upon said premises, evidenced by certain leases and assignments and

Whereas, The Royalty provided for in said oil and gas leases and payable from second party to first parties, is a one fourth (1/4) of all the proceeds of the oil and gas derived from the said properties, described as follows, to-wit: