

Dated this 22^d day of Sept. 1910.

Daisy C. Tucker, Lessee.

State of Oklahoma, Tulsa County, SS.

I, Chas. Haley, being first duly sworn, depose and say that I did, on the 26th day of September 1910, serve the above notice personally upon J.O. Caldwell. Dated the 26th day of September 1910.

Chas Haley.

Acknowledgment.

State of Oklahoma, Tulsa County, SS.

Before me Frank F. Bowlin, a Notary Public in and for said County and State on this 27th day of September, 1910, personally appeared Chas Haley to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on t-he day last above mentioned.

(seal)

Frank F. Bowlin, Notary Public.

My commission expires April 14th 1913.

Filed for record at Tulsa, Okla Sep. 28, 1910 at 8:50 A.M.

H.C. Walkley, register of deeds (seal)

State of Oklahoma, County of Tulsa, SS.

Ella Harner, being du ly sworn, says: That she is the same Ella Harner who heretofore, on the 27th day of March, 1909, executed a certain written instrument of lease to one W.F. Daley for oil and gas mining purposes upon the West Half (1/2) of the Southwest Quarter (1/4) and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty one (31) Township Nineteen (19) North of range Thirteen (13) East, containing One Hundred and Sixty (160) acres, more or less, in the county of Tulsa and State of Oklahoma:

and which said lease appears of record in the office of the register of Deeds of said county and State, at page nineteen of Book Sixty three of the records of said office.

And affiant says that the said W.F. Daley has not entered upon, took possession of, or in any wise developed or explored said real property or any part thereof for oil and gas mining purposes, and that neither the said W.F. Daley nor anyone for him, has paid to this affiant any part of the rentals or royalties provided in said lease.

That the said W.F. Daley has destroyed the original of said writing in the presence of this affiant, and has stated to this affiant that he abandoned all rights thereunder, and that he had no intention of performing any of the obligations assumed by him in said lease.

Ella Harner.