

~~veyed the same property to~~ W. H. Pomeroy by deed recorded in Book 100, page 571 of the deed records of Tulsa County, Oklahoma.

Affiant states that at the time he purchased said property from Minnie B. Wood and took the deed first above described, the same was taken subject to approval of title, and that upon examination of the title he discovered that said Minnie B. Wood had entered into a certain contract with C. M. Hocker to sell said property, which contract is recorded in book 12 of the records of the U. S. Deputy Clerk and Ex-Officio recorder at Tulsa, page 615, whereupon affiant declined to accept the title to said property and to complete the said purchase and to pay the consideration of the said deed, notwithstanding the said deed had been recorded; the same was not in fact accepted by affiant as a conveyance of said property, but that he considered the same invalid for the reason that the grantor, Minnie B. Wood having entered into the said contract, had no right to convey the property.

Whereupon it was agreed by and between this affiant and the said Minnie B. Wood, the grantor, that said grantor would remove said contract by suit to quiet title and that when the title should have been quieted and thus perfected to meet the approval of affiant, a new deed conveying said property would be executed by the said Minnie B. Wood; that the same would be accepted as a conveyance of said property and the transaction thereupon closed and the consideration paid.

Affiant further states that said agreement to perfect the title was carried out and suit to quiet title brought by said Minnie B. Wood, and that thereafter, pursuant to said contract, the said Minnie B. Wood on January 14, 1913, being then a married woman, her name at that time being Minnie B. Johnson, joined by her husband Henry Johnson, conveyed the said property to W. H. Pomeroy; that thereupon the consideration for purchase of said land was paid and that until the execution of the said deed last referred to, the said Minnie B. Johnson, nee Wood, remained the actual owner of said property, notwithstanding the execution and recording of the said deed executed on December 17, 1909.

H. C. Pouder

Subscribed and sworn to before me this 4th day of October, 1922.

My Commission expires Sept 25, 1923 (SEAL) Edna B. Paris, Notary Public.
State of Oklahoma,)
) SS
County of Tulsa,)

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 4th day of October, 1922, personally appeared H. C. pouder, 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 official seal.

My commission expires Sept 25-23 (SEAL) Edna B. Paris, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 9, 1922 at 3:15 o'clock p. M.
in Book 417, page 566
By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk