

County, Oklahoma .

Together with all and singular the hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD THE the above described premises unto the said Jack Mercy his heirs and assigns, so that neither they the said parties of the first part, or any person in their name and behalf , shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Cyrus S. Avery

Essie M. Avery

State of Oklahoma Tulsa County, ss:

Before me the undersigned a Notary Public in and for said County and State, on this 6th day of November 1922, personally appeared Cyrus S. Avery and Essie M. Avery, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS My hand and official seal , the day and year above set forth.

My commission expires March 27, 1924

(SEAL) Leone Patton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 18, 1922 at 2:45 o'clock P. M.

in Book 427, page 395

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

214193 C. J.

STATE OF OKLAHOMA,

SS:

COUNTY OF TULSA

AFFIDAVIT AND NOTICE OF INTEREST AND

ESTATE IN REAL ESTATE IN TULSA

COUNTY, OKLAHOMA.

COMPA RED

KNOW ALL MEN BY THESE PRESENTS:

O. A. Steiner, of lawful age, being first duly sworn according to law on oath states:

1. That I am a resident of the City of Tulsa, County of Tulsa and State of Oklahoma.

2. That on or about the 14th day of October 1922 I entered into a valid contract in writing with Mrs. Chas. Rashall of Denver Colorado, who was then and is now the owner of the following described real estate situated in the city of Tulsa, County of Tulsa and State of Oklahoma, to purchase said real estate; that the purchase price agreed upon and set forth in said contract was the sum of \$2250.00, payable \$1000.00 cash upon delivery of warranty deed and \$1250.00 due in two years and secured by first mortgage on said real estate; that said contract is now and has been since its execution in escrow in the Exchange National Bank in Tulsa, Oklahoma; that I am now and have been ever since the execution of said contract, ready, able and willing to carry out the terms and provisions of said contract and ready, able and willing to purchase and receive said property under the terms and conditions of said contract.

3. That the legal description of said real estate is as follows;

The East One-half (E¹/₂) of Lot Nineteen (19) and all of Lot Twenty (20), Block Eight (8) Burnette Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.