

a Notary Public in and for said County and State, on this 7th day of Feb'y, 1923, personally appeared - - - to^{me} knownto be the identical person who - Garrie H. Jacobi - the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 Dec. 18, 1923.

(SEAL) Sam Herman, Notary, Public.

Filed for record in Tulsa County, Okla. on Feb. 13, 1923, at 1:30 P.M. and duly recorded in book 432, page 610, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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CT #1772.

COMPARED

AFFIDAVIT.

State of Oklahoma }
County of Tulsa) SS

Isaac Shuler, being first duly sworn on his oath says:

1. That he is Vice-President and Assistant Treasurer of Enfisco Oil Corporation, organized and existing under and by virtue of the laws of Delaware, and doing business in the State of Oklahoma.
2. That affiant is the Isaac Shuler who on January 16, 1920, entered into a certain contract in writing with one Anderson T. Herd, of New York City, whereby affiant contracted and agreed to sell to the said Anderson T. Herd, oil and gas leases and other properties as more specifically described in said contract, for an agreed price of One Million eight hundred thousand dollars (\$1,800,000.00) of which the said Anderson T. Herd, paid one thousand dollars (\$1,000.00) down and was to pay the balance under the terms of said contract within a short time thereafter, being given a specified number of days for the passage and approval of title and for the payments to be made thereunder, all of which is more fully set forth in the said contract, which is recorded in book 302, at page 223, of the records in the office of the County Clerk of Tulsa County, Oklahoma.
3. That pursuant to the said contract affiant delivered to the said Anderson T. Herd, or his attorneys, the abstracts of title and other necessary paper relating to the properties covered by said contract, and within the time and under the terms of said contract offered to perform fully under the covenants and conditions thereof and that affiant at said time was ready, able and willing ^{fully} to perform under the said contract, and demanded of said Anderson T. Herd that he comply with the terms and conditions of the contract, but that the said Anderson T. Herd at said time wholly failed, neglected and refused to go forward on perform under the terms of said contract, whereupon affiant declared the said contract at an end and cancelled, on account of said Anderson T. Herd's failure, neglect and refusal, as aforesaid, and said Anderson T. Herd has ever since wholly failed, neglected and refused so to perform and has wholly forfeited any and all rights thereunder and that affiant long since declared to the said Anderson T. Herd that on account of his said failure, neglect and refusal to perform, the contract was at an end and void.
4. That on account of the above, affiant has elected to declare said contract at an end and the same is wholly null and void.

Further affiant saith not.

Isaac Shuler.

Subscribed and sworn to before me this 12th day of February, 1923.

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