

wife, to me personally well known to be the identical persons who executed the within and foregoing instrument, and acknowledge to me that they executed the same as their free and voluntary, act and deed, for the consideration, uses and purposes therein set forth.

My commission expires January 10, 1924.

(SEAL)

W. H. Mainwaring, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 23, 1923 at 11:30 o'clock A. M. in Book 475, page 620

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242864 C.J.

COMPARED

CONTRACT FOR EXCHANGE OF REAL ESTATE

Made and entered into this 6th, day of October 1923 by and between Orrin Hufford party of the first part, and Mrs. H. F. Siler, nee, Margeret Anna Anderson, Party of the second part; Witnesseth;

Whereas the party of the first part is the Owner of all of Lot (4) Block (1) College Addition to the City of Tulsa Okla., and is herein after called the Owner of Same, And the Party of the second part is the Owner of the following described Real Estate situated in Cherokee Co. Oklahoma; All of the S. E. Quarter ($\frac{1}{4}$) of the N. W. Quarter ($\frac{1}{4}$) and the SW Quarter ($\frac{1}{4}$) of the NE quarter ($\frac{1}{4}$) of Sec. (4) Township (17) North, Range (22) East, and comprising (80) acres more or less as the case may be, and whereas the above parties hereto agree to exchange the above properties on a cash basis of (\$5,000.00 each, and according to the terms and conditions of this contract;

The party of the first part agrees to assume a loan now on the farm in Cherokee Co. in the sum of (\$1,550.00) and the party of the second part agrees to assume a Loan now on the said lot in the Colledge Addition in the Sum of (\$1,100.00) and the difference in the amount of the loans are to be paid by the second party to the first party as follows, (\$200.00) in cash when a loan on the Lot (4) Block (1) Colledge Addition can be put through and the money paid to the second party, and a value of (\$250.00) in Stock and farming imp. as per list attached to this contract and agreed to by the parties hereto

Now it is fully understood and agreed that party of the first part is to finish the said house on Lot (4) Block (1) before it is turned over to the second party, the details as follows; Finish the floors 3 coat work, outside paint to be 2 coat work, interior decorations to be two front rooms parered, remainder to be kalsomine the color to be selected by the second party, to finish the garage, and all and every detail in and to the finishing of the said property is to be done by the first party at his expense.

Rents, Insurance, and taxes and assessments to be adjusted at the date of transfer based upon this date as the date of trade, and the Party of the first part agrees that he will immediately finish said house so that possession can be give when this deal is closed.

This deal was made and will be closed by J. Edgar Freeman & Co. 401-Drexel Bldg. and the parties hereto each agree that they will each pay to said J. Edgar Freeman & Co. a regular 5% commission at the closing of this deal.

Signed, and accepted by the parties hereto this 6th. day of October, 1923.

Now it is understood and agreed that this deal will go through, and the parties hereto farther agree that they will allow said deal to be closed promptly upon examination of titles satisfactory to each of them, But in case either party shall decline or refuse to deliver such properties to the other party, then in that event the party willing to deal shall have court action against the other party and shall be allowed damaged in any ammount not to exceed (\$1,000.) form the party refusing to close said deal, or in case they shall both refuse to deal the Realtor making this deal shall have action against both, or either parties.

The parties have hereto set their names the date and day first above written.