

The West Thirty Five (35) feet of Lots One (1) and Two (2) in Block Seven  
(7) Lindsey Addition to the city of Tulsa, Oklahoma, according to the  
recorded plat thereof;

that he claims no interest in said above described real estate either at law or equity  
and that same is no part of his homestead and that he has chosen another property as his  
homestead in the State of Oklahoma.

Further the affiant sayeth not.

State of Oklahoma, )  
                          ) ss.  
Pawnee County.       )

Fred F. Ratcliff

Before me the undersigned, on this the 22nd day of Sept. 1923, personally appeared  
Fred F. Ratcliff, to me known to be the identical person who executed the foregoing in-  
strument 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 on the day and year last above written.

My commission expires Sept. 24, 1924. (Seal)

V. M. Harry, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 27, 1923, at 4:00 o'clock P.M.  
and recorded in Book 479, Page 127.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

241049 C.M.J.

CONTRACT AND AGREEMENT.

COMPARED

THIS CONTRACT AND AGREEMENT, made and entered into this 15th day of December, 1922,  
by and between W. M. Smith, party of the first part, and The American Investment and  
Building Co., party of the second part;

WITNESSETH, That for and in consideration of the sum of Two Hundred and Fifty  
(\$250.00) Dollars, the receipt of which is hereby acknowledged, and the further payment  
of the sum of Seven Hundred and Fifty (\$750.00) Dollars to be paid in the manner hereinafter  
set forth, the parties hereto enter into the following agreement, to-wit:

Party of the first part agrees to convey to the part of the second part, by warranty  
deed, all of Lot Five (5) in Block One (1) in East Highland Addition to the city of Tulsa,  
Oklahoma, same to be clear of all taxes, liens, and encumbrances of every kind and character.

Party of the second part agrees to construct on said lot a house, and when same is  
completed to procure from some person, or persons, company or corporation, a first mortgage  
loan in a sum not to exceed fifty (50%) per cent of the actual value of the house and lot.  
within the period of ninety days.

And the party of the second part agrees that W. M. Smith shall have and retain a  
vendor's lien on said property in the sum of \$750.00 and W. M. Smith, the party of the first  
part, agrees that he will release his lien so that said first loan can be made as a first  
mortgage; and that after the first mortgage is made, he will take a second mortgage for  
the sum of \$750.00 to be paid at the rate of \$20.00 per month, with eight per cent interest.  
That the interest on the deferred payments shall be paid semi annually.

ATTEST: F. C. Thompson, (Cor. Seal)  
Secretary.

American Investment & Bldg. Co. a Corporation  
By Willard John Vice President.

W. M. Smith

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 28, 1923, at 2:15 o'clock P.M. and  
recorded in Book 479, Page 128.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.