

THIS INDENTURE, Made this Third day of August A. D. 1908, between

A. F. Ault and Emma Ault, husband and wife, of Tulsa

Tulsa County, in the State of Oklahoma, of the first part and Richard G. Daniels,
of Spokane, Washington, party
of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of

Twenty Three Thousand Two Hundred (\$23,200.00) and 00 DOLLARS,

the receipt ^{of which} ~~whereof~~ is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, his

heirs and assigns, all of the following described Real Estate, Situated in the County of Tulsa and State of Oklahoma, to-wit:

Portion of Lot numbered four in block numbered one hundred and five in the city of Tulsa, Oklahoma according to the government Plat thereof described by metes and bounds as follows: Beginning at the south west corner of said Lot four thence east on Lot line seventy three feet, thence northerly parallel with west line of said Lot four, fifty eight feet, thence westerly parallel with the south line of said Lot four, seventy three feet to west line of said Lot thence southerly on Lot line fifty eight feet to place of beginning. It being the intention to convey a rectangular tract of ground with appurtenance for fifty eight feet on main Street and seventy three feet on Third Street. (It is understood that a certain contract by and between A. F. Ault and J. F. Kirkpatrick dated July 29th 1908, in a part of the consideration herein and that all rights under said contract shall pass hereby to the grantee herein and that all rights and covenants in said contract shall run with this deed.)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the Tenements, Hereditaments and Appurtenances thereunto belonging or in anywise appertaining forever.

And said A. F. Ault and Emma Ault for their

heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents, they are lawfully seized in their own right of and absolute and indefeasible estate of inheritance, in fee simple, of and to all

and singular, the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former ~~and other~~ Grants, Titles, Charges, ~~Estate~~, Judgments, Taxes, Assessments, Encumbrances, of what nature, ~~or~~ kind soever; first parties

agree to pay all taxes for 1908 that may be a lien at the date of this deed, except that second party assumes and agrees to pay all unpaid paving installments

and that they will warrant and forever defend ^{the title to} the same unto said party of the second part, his heirs and assigns, against said parties of the first part, their heirs, and all and every person ~~or persons~~, whomsoever lawfully claiming or to claim the same.

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

Witnesses:
E. A. Hagler,
W. L. Waller.

Sign Here: A. F. Ault. (seal)
Emma Ault. (seal)

STATE OF OKLAHOMA,

County of Tulsa County

BEFORE ME Frank M. Rodolf, a Notary Public

in and for said County and State, on this third day of August A. D. 1908 personally appeared

A. F. Ault and Emma Ault, husband and 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.

GIVEN UNDER MY HAND OFFICIALLY this 4 day of September A. D. 1908

(Seal)

My commission expires 4-11-1909.

Frank M. Rodolf,
Notary Public.

FILED FOR RECORD the 14 day of Sep. A. D. 1908, at 11 o'clock A. M.

Recorded the 14 day of September A. D. 1908, at 11 o'clock M.

By W. L. Waller Deputy.

(seal) W. L. Waller,
Reg. of Deeds

Agree to pay for 1908, except paving tax, on part of Lot 4, Block 105, Tulsa, Okla. This day read to R. G. Daniels. This Aug. 31, 08, at Tulsa, Okla.