

and that his record of enrollment is evidenced by an authenticated copy of said rolls appearing on the records in the office of the County Clerk of Tulsa County, Oklahoma.

As part of the consideration passing between the parties hereto, the said John W. Perryman, party of the First Part, further represents and states that there was allotted to him as a member of the said Creek Tribe of Indians as his portion of the lands of said Tribe the following described land, to-wit:

The Southeast Quarter of Section Eight, Township Nineteen North, Range Thirteen East, situated in Tulsa County, Oklahoma,

and that on the 27th day of May, 1920, and prior thereto, he was the owner and in possession of the

Southeast Quarter of Section Eight, Township Nineteen North, Range Thirteen East, in Tulsa County, Oklahoma,

and that on May 27th, 1920, without any valuable consideration paid to him, he made and executed an instrument in writing, entitled a General Warranty Deed to Clarissa Richards, who was and is his mother, and she was formerly Clarissa Bell, formerly Clarissa Perryman, nee Clarissa Hodge, and party of the First Part represents and states that at no time before or since said May 27th, 1920 did he ever surrender the possession of said herein described lands to said Clarissa Richards, but all of said time has remained in actual possession of said land and at all times openly asserted his rights, ownership and possession to said lands, claiming said rights to well-marked and well-defined boundaries against said Clarissa Richards, and all other persons, and he represents and states that in fact, in truth, he was at the times mentioned herein and now is, the owner and in possession of all of the above described lands and he represents and states that while said instrument of May 27th, 1920, appears on its face as a Warranty Deed to Clarissa Richards, still he says in fact and in truth, he merely conveyed the legal title to Clarissa Richards with the understanding and agreement that she might act as his Agent for selling and handling said land for the benefit of the Party of the First Part, and that said document was executed and delivered between John W. Perryman and Clarissa Richards under an agreement between them that said Agency and said Warranty Deed might be revoked at any time by the said John W. Perryman, and this instrument and document is also to declare that the said John W. Perryman hereby revokes said Agency, and any and all powers that said Clarissa Richards may have in and under a certain instrument dated May 27th, 1920, or otherwise.

In this connection, the said John W. Perryman, party of the first part, hereby states and declares, as part of the consideration between the parties hereto, that at the time he made said deed to his mother, Clarissa Richards, there existed certain deficiency judgments in the courts of the State of Oklahoma, which judgments, he is informed and believes and charges the fact to be, amounted to some Twelve Thousand (\$12,000.00) Dollars, and the fact of the existence of these judgments were unknown to the party of the First Part at the time of the execution of said deed, and said fact as to said judgments was concealed from the Party of the First Part, and he says and states that soon after Clarissa Richards obtained said deed from the party of the first part, she mortgaged the above described lands for the sum of Seventeen Thousand (\$17,000.00) Dollars and with part of the proceeds paid off said deficiency judgments against her, and that Party of the First Part obtained from said proceeds only a small portion of said amount; he says that thereafter Clarissa Richards caused the

Northeast Quarter of the Southeast Quarter of Section Eight, Township Nineteen North, Range Thirteen East, in Tulsa County, Oklahoma.

to be conveyed and platted into lots, which she sold through Mr. Pratt, her Agent, and an equity in same which she sold to Mr. Cyrus S. Avery, whereby she received from the proceeds of said sales the sum of about forty-two Thousand (\$42,000.00) Dollars, of which sum this Party of the First Part only received some Three or Four Thousand Dollars. He further states: