

State of Oklahoma, }
COUNTY OF TULSA. } SS.

Before me a Notary Public, in , and for said County and State, on this 8th day of April 1924, personally appeared L. D. Chamberlin, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and seal the day and date last above written.

My commission expires March 20, 1927 (SEAL) Fred W. Steiner, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 9, 1924 at 9:50 o'clock A. M. in Book 487, page 228

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

255322 C.J.

CONTRACT AND AGREEMENT

COMPARED

THIS CONTRACT AND AGREEMENT, entered into on this the 24th day of March, 1924, by and between A. R. Evans and P. A. Evans, husband and wife, parties of the first part, and Grover C. Spitznagel, and Annie Laurie Spitznagel, parties of the second part;

WITNESSETH:

That whereas on the 31st day of July, 1922, A. R. Evans and P. A. Evans, his wife, executed and delivered to Grover C. Spitznagel, and Annie Laurie Spitznagel, husband and wife, a general warranty deed, and that

Whereas, said warranty deed conveyed certain real property described as :

"All of that part of the South Half (S $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21) Township Nineteen North (19N) Range Eleven East (11 E) which lies East of the road which now, on this date, runs completely thru said section. All being Twenty acres (20) more or less."

which said warranty deed was filed for record on the ----day of -----1922, and recorded in Book ----, page---- of the records of the Register of Deeds in and for the County of Tulsa, Oklahoma, and

Whereas, the description in the above referred to warranty deed is inaccurate and incorrect, and

Whereas the parties to this contract are desirous of correcting the description in the said warranty deed, and

Whereas the said Grover C. Spitznagel and Annie Laurie Spitznagel on the 31 day of July, 1922, executed a real estate mortgage back to the said A. R. Evans and P. A. Evans, and

Whereas, the said real estate mortgage contains the same description as the said warranty deed, and

Whereas, the parties hereto are desirous of correcting the description in the said real estate mortgage, and

Whereas, the said Grover C. Spitznagel and Annie Laurie Spitznagel executed a promissory note in the sum of \$1250, which was dated on July 31, 1922, payable to the order of A. R. Evans on July 31, 1924, and,

WHEREAS, it is agreed and understood that the description of the property being incorrect and conveying to the said Grover C. Spitznagel and Annie Laurie Spitznagel more property than as a matter of fact was intended to be conveyed to the said Grover C. Spitznagel and Annie Laurie Spitznagel, and that therefore the said promissory note and the amount of the same is incorrect;

NOW THEREFORE, for the considerations which are set forth in this contract, party of