

255323 C.J.

## CONTRACT AND AGREEMENT

COMPALED

THIS CONTRACT AND AGREEMENT, entered into on this the 24th day of March, 1924, by and between A. R. Evans and P. A. Evans, parties of the first part, husband and wife, and Fred L. Bowles, party of the second part, for the purpose of correcting the conditions of a general warranty deed executed by the parties of the first part to party of the second part on the 31 day of July, 1922,

WITNESSETH;

That whereas party of the first part on the 31 day of July, 1922, executed and delivered to party of the second part a general warranty deed filed for record on the 2nd day of August, 1922 at 9:40 o'clock A. M. and duly recorded in Book 401, page 397 of the records of the Register of Deeds in and for the County of Tulsa, State of Oklahoma,

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And whereas the description of the land conveyed in said warranty deed, is as follows:

"All of that part of the West Half ( $W\frac{1}{2}$ ) of the South Half ( $S\frac{1}{2}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) of Section 21, Township Nineteen North, Range Eleven East, which lies West of the road which now, at this date runs completely thru said 80 acres above mentioned, all being 40 acres, more or less. Also a five room house two small sheds, and all royalty which may accrue from oil and gas produced after this date."

And whereas the above description has been discovered by the parties hereto as being incorrect and inaccurate, and,

Whereas, parties of the first part and party of the second part are desirous of correcting the description in the general warranty deed above referred to, and,

Whereas, on the 31 day of July, 1922, FRED L. BOWLES and JEANNETTE BOWLES, husband and wife, executed to A. R. Evans and P. A. Evans, parties of the first part to this contract, a real estate mortgage to secure the purchase price of the property described in the general warranty deed above referred to, the said real estate mortgage being filed for record on the 8th day of August, 1922 at 2:15 o'clock P. M. and duly recorded in Book 393, page 35 of the records of the Register of Deeds in and for Tulsa County, Oklahoma, and,

Whereas, the description in the said real estate mortgage is the same as the description contained in the general warranty deed above referred to, and,

Whereas, said description is erroneous and incorrect, and

Whereas, the parties to this contract are desirous of executing another deed from A. R. Evans and P. A. Evans husband and wife, to Fred L. Bowles, and

Whereas the parties hereto are desirous of executing another real estate mortgage from Fred L. Bowles to A. R. Evans and P. A. Evans for the purpose of correcting the description set out in the real estate mortgage above referred to, and

Whereas, on the 31 day of July, 1922, the said Fred L. Bowles and wife Jeanette Bowles, executed a promissory note for the sum of \$2500 payable to the said A. R. Evans, which said note represents the purchase price of the property above referred to, and contained in the warranty deed above referred to, and,

Whereas, it is understood and agreed between the parties to this contract that this description as set forth in the warranty deed and real estate mortgage is incorrect, and that therefore the amount in said promissory note as the purchase price is incorrect.

NOW, THEREFORE, for the good and valuable considerations as set forth in this contract, it hereby agreed and understood by and between the parties to this contract that parties of the first part, A. R. Evans and P. A. Evans, husband and wife, shall execute another general warranty deed to the above described property, which shall contain a correct description of