

2792 and by the defendant, The Commerce Trust Company of Kansas City, Missouri, in equity suit 3059, to approve and confirm the said sale and all of the defendants in said equity suit 2792 consented to the approval and confirmation thereof and no objection being made to the approval and confirmation of said sale the said motion for an order so confirming and approving the same was duly placed on the calendar of said Court for hearing on the 17th day of March, A. D. 1924, and all parties having any interest therein duly notified of such hearing and the said motion to confirm said sale was duly heard by said Court on said date and at the hearing thereof an order was duly signed by the Honorable R. L. Williams, Judge of the said Court in the above entitled cause on the last mentioned date confirming and approving the said sale and in and by said order and decree confirming and approving said sale, I was then and there ordered and directed to make, execute and deliver to the said Jesse A. Tolerton, purchaser of the lands hereinafter described, a deed conveying to him all the right, title, interest and estate of, in and to said real estate of the said parties as hereinbefore recited and particularly all the right, title, interest, and estate of, in and to the property hereinafter described held by the Central Investment Company, a Corporation, at the time of contracting for the sale thereof to the defendant, Dick Saye, on the 1st day of August, A. D. 1919, and the depositing of a deed in escrow therefor to the said Saye with the Exchange Trust Company of Tulsa, Oklahoma, which deed never became operative as a conveyance for the reasons set forth in said final decree, that is to say, on account of the default of the said Dick Saye in the terms of the contract of purchase as set forth in the said final decree by the non payment of the purchase price notes, taxes and insurance and which said purchase price notes were cancelled, annulled and set aside by said final decree in equity suit No. 3059 and the said real estate hereinafter described substituted by said decree, for the said Dick Saye notes and the said deed in escrow cancelled, annulled and set aside, so as to leave the title in the said Central Investment Company as it stood on the 1st day of August, A. D. 1919, and which title has been conveyed by said Central Investment Company to the undersigned, as Receiver herein and the said Jesse A. Tolerton having paid to me the sum of Fifty Thousand Dollars (\$50,000) in cash at the time of making said sale, the receipt of which by me was duly acknowledged in said Report of sale.

NOW, THEREFORE, in consideration of the premises and by virtue of the authority in me vested under the premises aforesaid and in consideration of the sum of Fifty Thousand Dollars (\$50,000), heretofore paid to me as aforesaid by the said Jesse A. Tolerton, as purchaser of the real estate hereinafter described, I, the said Special Master and Receiver do hereby grant, bargain, sell and convey unto the said Jesse A. Tolerton, all of the aforesaid Titles, interests and estates of, in and to the following described tract and parcel of real estate and the buildings and improvements thereon and appurtenances thereto belonging, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of the Westly One Hundred (100) feet of Lot One (1) in Block One Hundred Seven (107) in the Town of Tulsa, (Indian Territory), now City of Tulsa, State of Oklahoma, having a frontage of One Hundred (100) Feet on East Second Street and a uniform width of One Hundred (100) Feet, and extending in a Southerly Direction One Hundred (100) Feet to Lot Two (2), as shown by the plat thereof, approved by the Secretary of the Interior on the 11th day of April 1902; also an undivided one-half ($\frac{1}{2}$) interest in the Westerly Wall of what was on the 10th day of June, 1912, known as the Wilson Building, to-wit: Commencing at the Northwest Corner of said building and running back in a Southerly direction Twenty-Four and One-Half ($24\frac{1}{2}$) Feet to a stake set on the 10th day of June, 1912, subject, however, to an easement for the purpose of air and light, and for the use of the owners of both the above described land and the Wilson Tract, in the follow-