

this 29th day of May 1924, personally appeared J. M. Reed to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires February 7, 1928

(SEAL)

Elizabeth B. Winsor, Notary
Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1924 at 11:40 o'clock A. M.
in Book 488, page 349

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

259534 C.J.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA.

John F. Coad, Jr.,

Plaintiff,

vs.

Jack Moriarty and
Margaret Moriarty,
Guardian of Jack
Moriarty, a minor.

Defendants.

COMPARED

(Copy)

D E C R E E

483

This matter coming on to be heard on this 18th day of December, 1925 upon the petition, the answer of John B. Shenahan, Guardian ad litem of Jack Moriarty, and the answer of Margaret Moriarty, Guardian of Jack Moriarty, a minor, and the evidence, plaintiff and defendants being present by their respective attorneys, upon consideration of the evidence the Court finds generally in favor of plaintiff and against the defendants and that plaintiff is entitled to the relief prayed for in the petition.

The Court specifically finds as follows:

1. That on the 17th day of November, 1909, C. P. Moriarty and John F. Coad, Jr., entered into the following contract:

"On November 17, 1909, C. P. Moriarty conveyed to John F. Coad, Jr., by Warranty Deed certain properties situated in Tulsa County, Oklahoma, for security of any and all obligations owed to The Packers National Bank of South Omaha, Nebraska, and now for and in consideration of the conveyance to John F. Coad, Jr., by said C. P. Moriarty and his wife, of certain properties situated in Tulsa County, Oklahoma, for the proper security of any and all obligations owed the Packers National Bank of South Omaha, said John F. Coad, Jr., agrees to convey to C. P. Moriarty, by proper instruments of conveyance of interest that he may have in and to the above property conveyed by C. P. Moriarty to him upon payment of said indebtedness to said The Packers National Bank as is provided for by the instruments held by The Packers National Bank.

In presence of
W. J. Coad

(Signed) C. P. Moriarty
John F. Coad, Jr.

2. On the 3rd day of March, 1922, said C. P. Moriarty whose full name was Charles P. Moriarty, departed this life, intestate, and his estate has been fully probated in the County Court of Douglas County, Nebraska. The defendant Jack Moriarty, who is of the age of seven years, is the sole and only heir of said Charles P. Moriarty, deceased.

3. Neither said Charles P. Moriarty in his lifetime, nor anyone for him since his death, has paid said indebtedness to The Packers National Bank of South Omaha as provided in said agreement. Said indebtedness now amounts to the sum of Twelve Thousand Six Hundred Twenty-seven and 75/100 Dollars (\$12,627.75) with interest at the rate of 10 per cent per annum from November 1, 1923. All of said indebtedness is long past due and is wholly unpaid.

4. That the legal effect of said agreement was to allow said C. P. Moriarty a reasonable time to pay said indebtedness and receive a reconveyance of said property, but