

uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires Mar. 23, 1925

(SEAL)

Bessie Wallace, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jun 17, 1924 at 10:30 o'clock A. M. in Book 488, page 519

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

260759 C.J.

WARRANTED AGREEMENT

THIS AGREEMENT, made this 28th day of May 1924 by and between, A. B. Cory Party of the first part, E. J. Vigour party of the second part.

WITNESSETH:

The first party hereby represents that he is the owner of the following described property which he has shown to the second party and which the second party has approved and accepted in this contract of exchange,

Lot 9 in Block 10 Irving Place known as 1815 West Easton and subject to an incumbrance of approximately \$4,950.00 due and payable in three years at 7% semi annual interest; Lot 10, Block 6, Longwood Addition to the City of Tulsa, subject to an incumbrance of approximately \$1500.00 being a building and loan debt and also Lot 6, 16 and 17 in Block 2, Acre Gardens an addition to the City of Tulsa, which property is free and clear of any and all incumbrance.

The second party represents that he is the owner of certain property described as follows 100 acres more or less about one mile south of the SW corner of the city of Olathe Kansas being in Sec. 3, Twp. 14, Range 23 Johnson County, Kansas and being the same land shown by the second party to the first party at Olathe, Kansas on Thursday May 22, 1924 which property the first party has inspected in person, accepted and agrees to take in exchange according to the terms set forth in this contract. This farm is subject to an incumbrance owing to the Joint Stock Land Bank of Kansas City Mo. amounting to \$8,500.00 and due in about 30 years

The party of the second part agrees in further consideration to pay to the first party the sum of \$5,000.00 as follows: - \$2,500.00 in sixty days and \$2,500.00 January 1st 1925.

The first party is to retain possession of his home at 1815 West Easton until January 1st 1925 free of rent. The party of the second part agrees give possession of the farm at Olathe on January 1st, 1925 but if it is found that another 30 days is required to accomodate the present tenant then it is agreed that the extra 30 days shall be given.

The first party hereby agrees to and does give to the second party or his agents the right to show the property at 1815 west Easton whenever they choose to do so.

The second party is to receive the rents from the property at Bruner from June 1st 1924, interest on all loans now against the above described properties shall be adjusted as of June 1st 1924, 1923 taxes to be paid in full by the present owners of the respective properties. All Insurance to be prorated. All titles to be shown good and merchantable by abstract showing title to date and certified by a responsible abstracter. Title to be passed by warranty deed in 60 days from this date. Permission given to the second to sell either the Brunner property or the vacant lots at any time and the \$2500.00 first payment to be paid at that time. The second payment to be represented by note of the second party properly secured to the satisfaction of the first party.

Party of the first part to pay a commission of \$287.50 in 60 days to J. M. Haverfield Company.

Checks for \$200.00 signed by each party as forfeit money is hereby attached to this contract and eschroed with J. M. Haverfield & Co. checks are made to each other respectively.