

A copy of said notice is hereto attached, marked "Ex. A." and made a part hereof.

That notwithstanding said contract of sale to said McCoy and said notice to said Dawson, agent for McIlroy, as above set forth the said Dawson acting as agent for said McIlroy, through fraud, intimidation, deceit and misrepresentation induced said Mose Jefferson to execute to the said McIlroy a deed to said lands said deed being dated April 22, 19, '09 and made and delivered after the contract from Mose Jefferson to McCoy had been recorded and the notice from Mose Jefferson to Thomas Dawson, agent of said McIlroy had been delivered to said Dawson.

And on the 22nd day of April 1909, this court by order made and entered of record approved said deed.

That the contract between Mose Jefferson and Edward McCoy by its terms bound said Jefferson to sell said lands to said McCoy for the sum of \$1500.00 and bound said McCoy to buy said lands at said price. That said McCoy duly paid said Jefferson the sum of \$50.00 on said contract, a copy of which is hereto attached and marked "Ex. B." and made a part hereof.

That there was filed in the office of the Register of Deeds of this County on April 29, 1909 an affidavit of Mose Jefferson purporting to set aside the contract of sale heretofore mentioned between Mose Jefferson and Edward McCoy, That said Affidavit was obtained by fraud and false representation and intimidation, a copy of which is hereto attached and marked "Ex. C." and made a part hereof.

Now in consideration of the premises the said Edward McCoy moves the court for an order setting aside and holding for naught the order heretofore made by this court approving the aforementioned deed from Mose Jefferson to John W. McIlroy, dated April 22nd, 1909. for the reason heretofore mentioned and set forth and for such further order in the premises as shall be just.

C. W. Butterworth, Attorney for Edward McCoy.

Tulsa, Okla., April 24, 1909.

To Thomas J. Dawson, agent for John W. McIlroy, and Thomas J. Dawson:

You as agent of John W. McIlroy and you personally are hereby notified that I the undersigned Mose Jefferson do not intend to be bound by any deed or deeds heretofore made by me to the following described lands, the undivided one third interest in the Southwest Quarter of Section Eighteen, Township Nineteen, Range Thirteen East, and hereby notify you that I in all ways disaffirm any and all deeds made on said lands to you or either of you.

You are further notified that I am ready and able and willing to repay you and each of you any and all monies that you or either of you have given me for any and all such deeds on the transfer and execution by you of the proper instruments to me.

You are further notified that I will institute the necessary legal proceedings to set aside such deeds unless this notice and the demand herein is complied with at once.

Mose Jefferson.

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA.)

I, W. S. Mayfield being duly sworn say that I did on the 26th, day of April 1909 serve a true and exact copy of the above on Thomas J. Dawson at Tulsa, Oklahoma, delivering to said Dawson personally.

W. S. Mayfield

Subscribed and sworn to before me, this 28, day of April 1909.

George H. Norvell, Notary Public.

My commission expires August 31, 1912.

"Ex. A." Prob. No. 359

Filed for record at Tulsa, Okla., May 8, 1909, at

Filed in County Court Tulsa County
May 8th, 1909.

11 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)