TO HAVE AND TO HOLD THE SAME, unto the saidparty of the second part, his heirs and assigns, forever.

And the said first party hereby covenants and agrees, with the saidparty of the second part that at the execution and delivery hereof, they are the owners of the above described premises, free and wlear of all incumbrances whatsoever, and will forever warrant and defend the title to the same in and to the second party, his heirs and assigns, against all claims or acts of the first party and those of all persons claiming by, through or under them.

And the said J. W. McLoud, grantor herein, hereby certifies and states that the said real estate is not in his homestead.

IN TESTIMONY WHEREOF, witness my hand and seal the day and year first above written

J. W. McLoud

STATE OF OKLAHOMA,) : SS
TULSA COUNTY.)

Before me, Lester Curie, Notary Public, in and for said county and State, on this 25th, day of May 1909, personally appeared J. W. McLoud, to me known to be the identical person who subscribed his name to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year first above written.

Lester Curie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla., May 26, 1909, at 8 o'clock A.M.

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

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS:

That I, Fronie Parks, of Coweta, in the County of Wagner, and State of Oklahoma, have made, constituted and appointed, and by these presents do make, constitute and appoint F. M. All&E, of Muskogee, Oklahoma, my true and lawful attorney, for me, and in my name, place and stead, and to my use: That Whereas, I have sold my Allotment to Robert Jordan of Muskogee, Muskogee County, Oklahoma, and the said Robert Jordan has failed and refused to pay me a bahance of the purchase money in the amount of six hundred Dollars (\$600.00) this is therefore to authorize and empower my said Atty. to make a settlement with the said Robert Jordan, compell the said Jordan to make payment of the same, and in the event that settlement is not made of said debt, then said Atty is authorized to bring suit to cancel and rescind said contract of sale.

That for the settlement and the collection of said amount, my said Atty. is to receive as his compensation 25% cent of the amounts collected in event that same is collected by suit, otherwise 15% cent. Giving my said attorney full power to do every thing whatsoever requisite and necessary to be done in the premises, as fully as I could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney, or his substitute, shall lawfully do, or cause to be done, by virtue hereof.