AFFIDAVIT.

STATE OF KANSAS,) : SS. COUNTY OF SEDGWICK.)

F. D. Trekell, being by me first duly sworn, deposes and says, that he is well and personally acquainted with J. M. Moore, who is the grantee in a certain warranty deed from the Muskogee Lumber Company, said deed conveying lots 1 to 6 inclusive in Block 28 in Midland Addition to the Town of Bixby, Indian Territory and with J. H. Moore who with his wife, Eva C. Moore conveyed the above mentioned lots to the Gragin Lumber Company. That he knows the said J. M. Moore and J. H. Moore to be one and the same party.

F. D. Trekell

Subscribed and sworn to before me, a Notary Public, in and for Sedgwick County, Kansas, this 22 day of October, A. D., 1908.

A. C. Broun

My commission expires Mch. 16, 1912.

COMPAGE

Filed for record at Tulsa, Okla. May 11, 1909, at 11.55 o'clock Q. M.

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

CONTRACT FOR DEED.

THIS AGREEMENT, Made and entered into this Eleventh (11) day of May 1909, by and between J. Z. Briggs of Sapulpa, Oklahoma, party of the first part, and Mrs. J. M. Boling and W. M. Wilson of Tulsa Oklahoma, parties of the second part:

WITNESSETH: That the said party of the first part hereby agrees to sell and convey unto the said parties of the secondpart by a good and sufficient warranty deed clear of all incumbrances, to date except future pavement tax payments, the following described real estate, to-wit:

The East Ninety feet (90) of Lot Four (4) in Block Eighty Seven (87) according to the recorded plat of the original townsite of the City of Tulsa, Oklahoma, also a bill of sale to the brick wall now on the West line of the above mentioned property, in the County of Tulsa, State of Oklahoma, for the sum of One Dollar and other good and valuable considerations Dollars, (\$.....), payable: as follows, to-wit: \$..... Cash in hand, the receipt of which is hereby acknowledged.

Now this contract is such that upon the second parties failing or refusing to pay Five Thousand Dollars, and further carrying the deed to completion, to the parties of the first part, on or before July 1, 1909, then this contract shall be null and void. with interest at per cent. per annum, payable annually from the date hereof on each and all of said deferred payments.

It is further agreed that the said parties of the second part... to have the possession of said premises and the use thereof from the 1st day of May 1909, and commit no waste and suffer none to be committed, and to pay all taxes thereon after the year 1909 and to keep all fences buildings and other improvements thereon in good condition as they now are, usual wear and tear and loss by fire and inevitable casualty only excepted.

And failure on the part of the parties of the second part to faithfully keep and perform each and all of the above conditions required, or to make any of the payments at the time and in the manner above specified, shall render this contract null and void at the