

and-----is to me known to be the identical person--who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
(seal) John Schneider, Notary Public.

My commission expires Feb. first 1911.

Filed for record at Tulsa Oklahoma Nov. 4, 1909. 2:30 O'clock P.M.

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

AGREEMENT

COMPARED

Memorandum of Agreement, made and entered into this the 10th day of September, 1908, by and between Alice Jack, her heirs, executors, administrators and assigns, party of the first part, and Jim Jack, his heirs, executors, administrators and assigns, party of the second part, both of Tulsa County, State of Oklahoma,

WITNESSETH: That whereas, the party of the first part is the widow of one, John Jack, deceased, and the party of the second part is the son of one of the heirs of said John Jack, deceased, and, whereas, the said John Jack, died on the 17th day of February, A.D. 1908, leaving a will under and according to the terms of which, all the property of which he died, seized or possessed, both real and personal, was devised and bequeathed to the said party of the first, part his wife, which said will has been duly proven and admitted to probate, and, whereas, the said John Jack, deceased, did during his life time, make, execute and deliver to his said wife, the party of the first part, a Warranty Deed conveying to her certain real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma:

And, Whereas, the said Jim Jack, party of the second part, claims an interest in the estate of said John Jack, deceased, as a son and one of the heirs of said deceased, claims that the said will is invalid and the said deed is of no force and effect, but such said claims, it is expressly agreed and understood, are in no wise admitted by the said party of the first part, but are now and have been at all times denied, and, whereas, it is the desire of both parties to this agreement that a compromise be effected and the dispute be settled without resort to proceedings at law.

IT IS THEREFORE AGREED: That the said party of the second part has this day, and does hereby release and relinquish all claims or right, whatsoever, which he now claims to have or may have in and to any and all of the estate of which said John Jack died seized or possessed, both real and personal by virtue of being a son and heir of the said John Jack.

IN CONSIDERATION WHEREOF: the party of the first hereby agrees to pay to the party of the second part, the sum of Two Hundred Dollars (\$200.00) payable in the manner following, to-wit: Two Hundred Dollars (\$200.00), cash in hand paid, receipt whereof is hereby acknowledged by the party of the second part,

And the party of the second part does hereby expressly agree, in consideration of the payment of the said sum of Two Hundred Dollars (\$200.00) as aforesaid, and that he shall be hereafter and forever barred from claiming any interest, whatsoever, in said estate, as an heir of said John Jack, deceased,