

Filed for record at Tulsa, Okla. Apr. 1, 1910 at 1:35 o'clock P. M.

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

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

A F F I D A V I T .

W. R. McKee, of lawful age, by me being first duly sworn, says: That on the 4th day of November, 1909, he entered into a written contract with Edward Rimerman of Tulsa, Oklahoma, whereby the said W. R. McKee agreed to purchase, and did purchase, and the said Edward Rimerman Agreed to sell, and did sell, to the said W. R. McKee the following described property, towit:

" THIS AGREEMENT made and entered into at Tulsa, Oklahoma, on this the 4th day of November, 1909, by and between Edward Rimerman, Tulsa, Oklahoma, party of the first part, and W. R. McKee of Enid, Oklahoma, party of the second part, WITNESSETH AS FOLLOWS:

That first party for and in consideration of the sum of Nine Thousand Dollars (\$9000.00) paid and to be paid by second party to first party as fully set out hereafter has agreed and does hereby agree to sell to second party the following described premises, towit:

The North Half ($\frac{1}{2}$) of the SW Quarter of Section 10, Township 19, Range 12 East, in Tulsa County, Oklahoma.

First party agrees to execute a good and sufficient warranty deed, conveying said real property above described to second party, clear of all incumbrances of what-so-ever nature, except a certain mortgage given to secure the payment of Fifteen Hundred Dollars (\$1500.00) and to cause the same to be executed by his wife. On a thousand Dollars (\$1000.00) of said consideration is paid in cash, the receipt of which is hereby acknowledged by first party; the balance of said consideration shall be paid as follows: Two Thousand Dollars (\$2000.00) by second party's check drawn in favor of first party, which together with said deed above mentioned and a copy of this contract shall be deposited in the First National Bank at Tulsa, Oklahoma, subject to the following conditions, towit:

First party is to furnish second party with a complete abstract title to said property and shall clear his title to the same of any and all incumbrances, except a certain mortgage in the sum of Fifteen Hundred Dollars (\$1500.00) which second party agrees to assume and pay as part of consideration above mentioned.

Upon approval of first party's title to said property by second party, and attorneys to be selected by him, second party shall pay into said Bank Forty Five Hundred Dollars (\$4500.00) and upon the payment of said sum of Forty Five Hundred Dollars, (\$4500.00) said Bank is authorized and directed to deliver said deed to second party and said check of Forty Five Hundred Dollars (\$4500.00) to first party.

It is agreed that the parties hereto are to perform their respective obligations hereunder without undue delay and if said sale shall not be consummated, said deed and abstract shall be returned to first party and said check, together with any money paid to said Bank by second party, shall be returned to said second party.