

Filed for record at Tulsa, Okla Aug. 10, 1910 at 10:45 o'clock A.M.

H.C. Walkley, register of deeds (seal)

COMPARED

THIS CONTRACT AND AGREEMENT made and entered into this, the 4th day of August, 1910, by and between G. W. Waring, a widower, party of the first part, and C.C. Barry party of the second part, does

WITNESS that, For and in consideration of the sum of Four Thousand Five Hundred (\$4,500.00) dollars to the party of the first part in hand this day paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has this day granted, bargained, sold, aliened and conveyed, and, by these presents, doth hereby grant, bargain, sell, alien and convey unto the said C.C. Barry, his heirs and assigns, that certain lot, tract or parcel of land lying, situate and being in the City of Tulsa, Tulsa County, Oklahoma, and more particularly described as follows, to-wit: The south thirty seven and one half (37½) feet of the north fifty (50) feet of Lot Two (2) in Block 181 of the city of Tulsa, as shown by the official plan, map or survey thereof; to have and to hold the above described premises unto the said C.C. Barry, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise, appertaining, in fee simple, absolute, forever;

And the party of the first part, for himself, his heirs, executors and administrators hereby covenants and agrees with the party of the second part, his heirs and assigns, as follows:

(a) That the party of the first part is seized of an indefeasible estate in fee simple in and to the above described tract or parcel of land, and has a good and perfect right to sell and convey the same as it is herein sold and conveyed, and that, on the execution and delivery of this deed the party of the second part is seized of a like indefeasible estate in fee simple in and to said above described tract of land;

(b) That said above described land is free, clear and discharged from any and all liens, taxes, charges, assessments, claims, demands and encumbrances of any and all kind and description whatsoever;

(c) That, on the signing of this deed, the party of the first part is in the quiet and peaceable use and enjoyment of said above described premises, and that he will deliver the same to the party of the second part, and will for ever protect and defend the party of the second part, his heirs and assigns, in the free and undisturbed use and enjoyment of the above granted premises, and will protect the title hereby conveyed and vested against the claims and demands of any and all persons whatsoever, except special taxes levied for street paving in district No. 5.

In witness whereof, the party of the first part has hereunto set his hand this, the day and year first above written.

T.W. Waring

State of Oklahoma, County of Delaware, SS.

Before me Jno. T. Oakley, a notary public in and for said county and state, on this 4th day of August, 1910, personally appeared T.W. Waring, to me known to be the identical person who executed 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.

(seal)

Jno T. Oakley, Notary Public