

scutors or administrators, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of, and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, ^{estates} judgments, taxes, assessments and incumbrances of what nature or kind soever.

and that he will warrant and forever defend the same unto said party of the second part his heirs and assigns, against said party of the first part his heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF the said ^{party of the} first part has hereunto set his hand the day and year first above written.

Witnesses:
J.M. Holbert
J.K. Durrill.

D.F. Ericksten

State of California, San Diego County, SS.

Before me, the undersigned a Notary Public in and for said county and state, on this 13th day of August, 1910 personally appeared D.F. Ericksten, a single man 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 purpose therein set forth.

(seal)

J.K. Durrill, Notary Public.

My commission expires January 27, 1913.

Filed for record at Tulsa, Okla. Aug. 26, 1910 at 3:40 O'clock P.M.

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

COMPARED

This deed of release made and entered into this May 12, 1910 between N.B. Hays, Party of the First Part, and A. C.B. Bullington, and S.E. Bullington, his wife Party of the Second part.

Witnesseth, whereas the Party of the First Part loaned to the Party of the Second Part the sum of Two Thousand Five Hundred (\$2500.00) Dollars on March 15, 1910, and the said Party of the Second Part having executed their promissory to the Party of the First Part payable sixty days after March 15, 1910 for the said sum of \$2,500 and to secure the payment thereof did on said date execute a mortgage to the Party of the First Part on the following described real estate to-wit: Lot 1, in Block 116, as shown on the recorded plat of the Original Townsite of the City of Tulsa, Tulsa County, Oklahoma, and beginning on the North east Coerner of said block at the intersection of Third Street and Elgin Street, thence South with Elgin Street 100 feet to a stake, thence at right angles with Elgin Street, West 140 feet to an alley, thence north and parallel with Elgin Street 100 feet to Third Street, thence East with Third Street to the point of beginning, and whereas said note for said sum has been fully paid and satisfied, The Party of the First Part do hereby grants quit claims and releases unto the said party of the Second part, his heirs and assigns, all his right, title, claim and lien on the said real estate whatsoever. The purpose and object of this deed of release is to release the said lien to secure the payment of said note.

To have and to hold the same unto the party of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

N.B. Hays