

Whereas, under and by virtue of said order of sale, and Pursuant to legal notices given thereof, the said Party of the first Part, on the 3rd day of December, 1910, sold the hereinafter described real estate, specified and described in said order of sale, subject to confirmation by said court, for the sum of four thousand (\$4000.00) dollars, to W. H. Neas and A. H. Anderson, they being the highest and best bidders, and that being the highest and best sum bid, and

Whereas, the said county court, upon the due and legal return of the Proceedings under said order of sale, made by said Party of the first Part, on the 3rd day of December, 1910, did, on the 19th day of December, 1910, make an order confirming said sale and directing conveyances to be executed to said W. H. Neas and A. H. Anderson, and

Whereas, said W. H. Neas and A. H. Anderson have failed and refused to comply with the terms and conditions of their said bid, and Prayed of said court that they be relieved of the consequences of their said bid, and

Whereas, said Harry G. Gwinnup, Party of the second Part, stood ready and willing to be substituted in the Place and stead of said W. H. Neas and A. H. Anderson, and at the same Price as the Purchaser of said land, and

Whereas, all these matters and things, and the Prayer of said W. H. Neas and A. H. Anderson, to be relieved of the consequences of their bid, was duly reported to this court and this court did, by its order on the 11th day of January, 1911, confirm said sale to Harry G. Gwinnup, the Party of the second Part herein, and directed conveyance to be executed to the said Party of the second Part, a certified copy of which order of confirmation was recorded in the office of the register of deeds of said Tulsa county, within which county said land is situated, on the 13th day of January, A. D. 1911, book 99 Page 157, and which said order of confirmation now on file and of record in said county court and in the office of the register of deeds of said Tulsa county, is hereby referred to and made a Part of this instrument,

Now therefore, the said Joseph McIntosh, as the guardian of the said Benny McIntosh, as aforesaid, the Party of the first Part, Pursuant to the order last aforesaid of the said county court, and in consideration of the sum of four thousand (\$4000.00) dollars, to him in hand Paid by the said Party of the second Part, the receipt whereof, is hereby acknowledged, has granted, bargained, sold and conveyed, and by these Presents does grant, bargain, sell and convey unto the said Party of the second Part, his heirs and assigns forever, all the right, title interest and estate of the said Benny McIntosh, in and to all the certain lot, Piece or Parcel of land situated, lying and being in said county of Tulsa, state of Oklahoma, described as follows, to-wit:

The southwest quarter (SW $\frac{1}{4}$) of section thirty three (33) township nineteen (19) north, range fourteen (14) east, together with the tenements hereditaments and appurtenances whatsoever to the same belonging, or in any wise appertaining.

To have and to hold all and singular the above mentioned and described Premises unto the said Party of the second Part, his heirs and assigns, forever.

In witness whereof, said Party of the first Part, guardian as aforesaid, has hereunto set his hand the day and year first above written.

Signed and delivered in presence of:

Joseph X McIntosh, guardian.
mark

Wm O. Beall.

Elina E. Klein

State of Oklahoma, county of Muskogee, SS.

Before me, a notary Public in and for said county and state, on this 26th day of January, 1911, personally appeared Joseph McIntosh, to me known to be the identical