Land Records

Appendices
# APPENDIX A

## Exhibits

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THE UNITED STATES OF AMERICA.

To all to Whom These Presents Shall Come, Greeting:

Homestead Certificate No. 2609.

Application, 1807.

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at

 Guthrie, Oklahoma,

whereby it appears that pursuant to the Act of Congress approved 20th of May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of W. H. Scott

has been established and duly consummated, to conformity to law, for the

South West quarter of Section Twenty Five in Township Eighteen North of Range Four East of Indian Meridian in, Oklahoma Containing Four Hundred and Sixty Acres


according to the Official Plat of the survey of the said land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said

W. H. Scott

the tract of land above described, to have and to hold the said tract of land, with the appurtenances thereof, unto the said

W. H. Scott and to his heirs and assigns forever.

In Testimony Whereof, I, William M. McKeeley,

President of the United States of America, have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twenty-fifth day of November in the year of our Lord One Thousand Eight Hundred and Twenty-two, and of the Independence of the United States the One Hundred and Seventy-sixth.

BY THE PRESIDENT

William M. McKeeley

Secretary.

Recorded, Vol. 37, Page 177.
HOMESTEAD RECORD

AMERICAN LOOSE LEAF BOOK CO., OKLAHOMA CITY, OKLA.—PATENTED, MARCH 16, 1907.

HOMESTEAD PATENT NO. 20367, Choctaw by Interlocus Flagg, 1899
DATE OF CERTIFICATE Jan. 29, 1905
THE CHOCTAW AND CHICKASAW NATIONS.
INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:

WHEREAS, by the Act of Congress approved July 1, 1862 (32 Stat. 485), and ratified by the citizens of the Choctaw and Chickasaw Nations, December 21, 1862, it was provided that there should be allotted to the Chickasaw and Choctaw Nations the area of the United States land sixty-six acres of the same kind and quality as those of the present allotment.

NOW, THEREFORE, We, the undersigned, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation, by virtue of the power and authority vested in us as the twenty-fourth section of the Act of Congress of the United States, approved June 25, 1899 (30 Stats., 451), have granted and allotted, and by these presents do grant and convey unto the said Clarence Williams, a citizen of the Choctaw Nation, as a homesteader, the following described land:

The South East Quarter of the South East Quarter of the North East Quarter and the North East Quarter of the South East Quarter of Section Five (5), and the North West Quarter of the South West Quarter and the North Half of the South East Quarter of the South West Quarter and the South East Quarter of the South East Quarter of Section Four (4), Township Nine (9) North and Range Twenty-six (26) East, (Choctaw Nation)

of the Indian Area and Nation, in Indian Territory, consisting

One Hundred and Sixty (160) acres, more or less, as the same may be, according to the United States survey thereof, subject, however, to the conditions provided by the Act of Congress above mentioned.

IN Witness Whereof, We, the undersigned, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation, have hereunto set our hands and sealed, the same to be recorded at the seat of government.

Ethnic: A. Hitchcock

Witnessed by

Oliver A. Phillips, Clerk.

Filed for record on the 25 day of Jan., 1907 at 2 o'clock P.M., and recorded in Book 39, Page 532.

HOMESTEAD PATENT NO. 20367, Choctaw by Interlocus Flagg, 1899
DATE OF CERTIFICATE Jan. 29, 1905
THE CHOCTAW AND CHICKASAW NATIONS.
INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:

WHEREAS, by the Act of Congress approved July 1, 1862 (32 Stat. 485), and ratified by the citizens of the Choctaw and Chickasaw Nations, December 21, 1862, it was provided that there should be allotted to the Chickasaw and Choctaw Nations the area of the United States land sixty-six acres of the same kind and quality as those of the present allotment.

NOW, THEREFORE, We, the undersigned, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation, by virtue of the power and authority vested in us as the twenty-fourth section of the Act of Congress of the United States, approved June 25, 1899 (30 Stats., 451), have granted and allotted, and by these presents do grant and convey unto the said Clarence Williams, a citizen of the Choctaw Nation, as a homesteader, the following described land:

The South East Quarter of the South East Quarter of Section Thirty-four (34), and the East Half of the North East Quarter of the South East Quarter and the North East Quarter of the South East Quarter of Section Thirty-three (33), Township Seve (7) North and Range Twenty-six (26) East, (Choctaw Nation)

of the Indian Area and Nation, in Indian Territory, consisting

One Hundred and Ten (110) acres, more or less, as the same may be, according to the United States survey thereof, subject, however, to the conditions provided by the Act of Congress above mentioned.

IN Witness Whereof, We, the undersigned, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation, have hereunto set our hands and sealed, the same to be recorded at the seat of government.

Ethnic: A. Hitchcock

Witnessed by

Oliver A. Phillips, Clerk.

Filed for record on the 25 day of Jan., 1907 at 2 o'clock P.M., and recorded in Book 39, Page 532.
TOWNSITE PATENT RECORD

THE CHOCOLATE AND CHICKASAW NATION.
INDIAN TERRITORY. No. 189

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, a certain townsite application, hereinafter described, and acting in accordance with law, has approved the lot in the town of

Talihina

Chocow

Nation, Indian Territory; and

Whereas the plat of said town was approved by the Secretary of the Interior on the 4 day of June

1891, and

was duly published on the 1st, and

Whereas, the said application has described the real estate described hereinafter to

John S. Robertson

who has departed

Thirty one (31)
daughters

the full amount of the purchase price, with the United States Indian Agent at

Muskogee

Indian Territory

and Is therefore entitled to a patent:

Now, therefore, we, the undersigned, the Principal Chief of the Cherokee Nation and the Governor of the Chickasaw Nation, do by virtue of the

power and authority vested in us by the twenty-ninth section of the act of Congress of the United States, approved June 13, 1879 (20 Stat., 541), hereby

grant, sell, and convey unto the said

John S. Robertson

the aforesaid, forever, all the right, title, and interest of the Cherokee and Chickasaw Nations aforesaid, in and to the lot

numbered 1, 3, 4 and 5

in block numbered 37

in the town of

Talihina

Chocow

Nation, Indian Territory, and according to the plat thereof on file as aforesaid, saving and excepting from this conveyance, however, all roads and rights of way:

in writing, we, the undersigned, the Principal Chief of the Cherokee Nation and the Governor of the Chickasaw Nation, have hereby set our hands and caused

the great seal of our respective nations to be affixed at the place hereinafter shown,

[ SEAL ] Date, Jun 11 1891

[ SEAL ] Date, Jun 11 1891

Green M. McMurtry

Douglas H. Johnston

Principal Chief of the Cherokee Nation

Governor of the Chickasaw Nation

Filed for record at request of

189 G, 4

Recorded in Book 4 Page 447

THE CHOCOLATE AND CHICKASAW NATION.
INDIAN TERRITORY. No. 189

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, a certain townsite application, hereinafter described, and acting in accordance with law, has approved the lot in the town of

Talihina

Chocow

Nation, Indian Territory; and

Whereas the plat of said town was approved by the Secretary of the Interior on the 4 day of June

1891, and

was duly published on the 1st, and

Whereas, the said application has described the real estate described hereinafter to

John S. Adam

who has departed

Fourteen

daughters

the full amount of the purchase price, with the United States Indian Agent at

Muskogee

Indian Territory

and Is therefore entitled to a patent:

Now, therefore, we, the undersigned, the Principal Chief of the Cherokee Nation and the Governor of the Chickasaw Nation, do by virtue of the

power and authority vested in us by the twenty-ninth section of the act of Congress of the United States, approved June 13, 1879 (20 Stat., 541), hereby

grant, sell, and convey unto the said

John S. Adam

the aforesaid, forever, all the right, title, and interest of the Cherokee and Chickasaw Nations aforesaid, in and to the lot

numbered 10

in block numbered 39

in the town of

Talihina

Chocow

Nation, Indian Territory, and according to the plat thereof on file as aforesaid, saving and excepting from this conveyance, however, all roads and right of way:

in writing, we, the undersigned, the Principal Chief of the Cherokee Nation and the Governor of the Chickasaw Nation, have hereby set our hands and caused

the great seal of our respective nations to be affixed at the place hereinafter shown,

[ SEAL ] Date, Jun 11 1891

[ SEAL ] Date, Jun 11 1891

Green M. McMurtry

Douglas H. Johnston

Principal Chief of the Cherokee Nation

Governor of the Chickasaw Nation

Filed for record at request of

190 G, 4

Recorded in Book 4 Page 447

A-3
UNALLOTTED LAND DEED, RECORD No. 95

FROM
CHEROKEE AND CHICKASAW NATIONS
TO
ROLFE L. FAUST

STATE OF OKLAHOMA, COUNTY OF LEFlore, A.
I hereby certify that this instrument was filed for record in the
office of the Register, October 25, 1919.
AG. 1919

CHOCTAW-CHICKASAW NATIONS,
STATE OF OKLAHOMA,
FORMERLY INDIAN TERRITORY

To All to Whom These Presents Shall Come, Greetings:

WHEREAS, The land hereinafter described is a portion of the unallotted lands of the Choctaw and Chickasaw Tribes of Indians
and the same has been sold to

DELIVER L. FAUST

for the sum of

$27.18

the same was paid in cash to the Secretary of the Interior, the Secretary of the Interior, under the laws of Section 11 of the Act of Congress approved July 1, 1916, 39 Stat. L. 1851, and further section 11 of the Act of Congress approved

March 25, 1919, 32 Stat. L. 1851,

NOW THEREFORE, We the undersigned, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation,

have executed the power and authority vested in us by law, have granted and conveyed, and by these presents do grant and convey unto the

DELIVER L. FAUST

adopted, the following described land, to wit:

Lot One (1) and Two (2) and the South Half of the
North East Quarter of Section Nine (9), Township Six
(S6) North and Range Twenty-Four (24) East


of the Indian Posse and Reservation, in Oklahoma, containing

Six Hundred forty (640) acres, more or less,

so the same may be, according to the United States survey thereof.

In Witness Whereof, We the Principal Chief of the Choctaw and the Governor of the Chickasaw Nation, have hereunto set our

hands and cause the Great Seal of our respective Nations to be affixed at the seal hereunto attached.

DATE
WILLIAM J. SAMPSON

Principal Chief of the Choctaw Nation

D. B. JOHNSON

Governor of the Chickasaw Nation

DEPARTMENT OF THE INTERIOR

APPROVED

DATE

Franklin R. Lane

Secretary of the Interior

Filed for record on the 25th day of October, 1919, at 3:15 P.M., and recorded by

By

A-4
SENEGAL COAL LAND PATENT RECORD No. 69

FROM
CHEROKEE NATIONS
TO
Charles William Cooper

SENEGAL COAL LAND NOTICE

No. 2782

CHEROKEE AND CHICKASAW NATIONS
STATE OF OKLAHOMA
FORMERLY INDIAN TERRITORY

TO ALL TO WHOM THESE PRESENTS MAY COME,
WITNESS, The bond hereunto subscribed is a true copy of the express and sealed terms of the Cherokees and Chickasaw Nations or tribes of Indians, and the amount of the same has been paid to Charles William Cooper

for the sum of $500.00

in consideration of the consideration subscribed by the Secretary of the Interior.

under the provisions of Section 9 of the Act of Congress approved February 21, 1905 and the

Under this bond, the property shall be surveyed and partitioned by me and by

The South East Quarter of Section Twelve (12)
Township Six (6) North and Range Twenty-four (24) East

Revenue $1.00

of the said town and range

Lafayette County, Oklahoma, containing

160

square feet

Hereof to be conveyed to the United States Survey Board, subject to all lawful objections.

Drum, and the said property shall be surveyed and partitioned by me and by the said town and range of said town and range

For witness WHEREOF, We, the Principal Chief of the Cherokees and the Governor of the Chickasaw Nations, have hereunto set our hands and sealed the date of our respective signatures to be effective in the said transaction.

Date:
JUL 10, 1919

William F. Seales
Principal Chief, Cherokees

JUL 20, 1919

Douglas H. Johnston
Governor of Chickasaw Nation

Department of the Interior

Franklin E. Lane
Secretary

Approved

Other

Eleanor S. Insel
Assistant
OKLAHOMA TRIBES AND OFFICIALS

Please send updates to webmaser@cowboy.net

- **ABSENTEE SHAWNEE TRIBE**
  Larry Nuckolls, Governor
  2025 S Gordon Cooper
  Shawnee, OK 74801
  (405)275-4030 FAX 275-5637

- **ALABAMA QUASSARTE**
  Tarpie Yargee, Chief
  P.O. Box 537
  Henryetta, OK 74437
  (918)625-8708 FAX SAME

- **APACHE TRIBE**
  Henry Kostzuta, Chairman
  P.O. Box 1220
  Andarko, OK 73005
  (405)247-9493 FAX 247-3153

- **CADDO TRIBE**
  LaRue Parker, Chairman
  P.O. Box 487
  Binger, OK 73009
  (405)656-2344 FAX 656-2892

- **CHEROKEE NATION**
  Chad Smith, Principal Chief
  P.O. Box 948
  Tahlequah, OK 74464
  (918)456-0671 FAX 458-6147

- **CHEYENNE-ARAPAHO TRIBE**
  Charles Surveyor, Chairperson
  P.O. Box 38
  Concho, OK 73002
  (405)262-0345 FAX 262-0745

- **CHICKASAW NATION**
  Bill Anoatubby, Governor P.O.
  Box 1548
  520 E. Arlington Blvd.
  Ada, OK 74280
  (405)436-2603 FAX 436-4287

http://www.cowboy.net/native/tribes.html
• **CHOCTAW NATION**
  Gregory Pyle, Chief
  P.O. Drawer 1210
  Durant, OK 74701
  (580)924-8280 FAX(580)924-1150

• **CITIZENS BAND OF POTAWATOMI**
  John A. Barrett, Chairman
  1901 S Gordon Cooper Dr.
  Shawnee, OK 74801
  (405)275-3125 FAX 275-1098

• **COMANCHE TRIBE**
  Wallace Coffey, Chairman
  P.O. Box 908
  Lawton, OK 73502
  (405)492-3751 FAX 492-4981

• **DELAWARE TRIBE OF EAST OKLAHOMA**
  lenape@cowbov.net
  Dee Ketchum, Chief
  108 S Seneca
  Bartlesville, OK 74003
  (918)336-5272 FAX 336-5513

• **DELAWARE TRIBE OF WEST OKLAHOMA**
  Lawrence Snake, President
  P.O. Box 825
  Anadarko, OK 73005
  (405)247-2448 FAX 247-9393

• **EASTERN SHAWNEE TRIBE**
  Nelis S. Captain, Chief
  P.O. Box 350
  Seneca, MO 64865
  (918)666-2435 FAX 666-3325

• **FT. SILL APACHE TRIBE**
  Ruey H. Darrow, Chairperson
  Route 2, Box 121
  Apache, OK 73006
  (405)588-2298 FAX 588-3133

• **IOWA TRIBE OF OKLAHOMA**
  Lawrence Murray, Chairman
  R.R. 1, Box 721
  Perkins, OK 74059
  (405)547-2403 FAX (405)547-5294
  http://www.cowboy.net/native/tribes.html

4/5/2002
• KAW TRIBE OF OKLAHOMA
  Wanda Stone, Chairperson
  P.O. Box 50
  Kaw City, OK 74641
  (580)269-2552 FAX (580)269-2301

• KIALEGEE TRIBAL TOWN
  June Fixico, Micco
  P.O. Box 332
  Wetumka, OK 74883
  (405)452-3262 FAX 452-3413

• KICKAPOO TRIBE
  Kendall Scott, Chairman
  P.O. Box 70
  McLoud, OK 74851
  (405)964-2075 FAX 964-2745

• KIOWA TRIBE
  Billy Evans Horse, Chairman
  P.O. Box 369
  Carnegie, OK 73015
  (405)654-2300 FAX 654-2188

• LOYAL SHAWNEE TRIBE
  P.O. Box 893
  Tahlequah, OK 74465
  (918)456-0671 x.333 FAX 456-6685

• MIAMI TRIBE
  Floyd E. Leonard, Chief
  P.O. Box 1326
  Miami, OK 74355
  (918)542-1445/540-2890 FAX 542-7260

• MODOC TRIBE
  Bill Follis, Chief
  515 "G" S.E.
  Miami, OK 74354-8224
  (918)542-1190 FAX 542-5415

• MUSCOGEE (CREEK) NATION
  R. Perry Beaver, Principal Chief
  P.O. Box 580
  Okmulgee, OK 74447
  (918)756-8700 FAX 758-1434

• OSAGE NATION
  George Tallchief, President
  627 Grandview
  Pawhuska, OK 74056
  (918)287-1128 FAX 287-1259
• **OTOE-MISSOURIA TRIBE**
  Raymond Butler, Chairman  
P.O. Box 68  
Red Rock, OK 74651  
(405)723-4466 *FAX* 723-4273

• **OTTAWA TRIBE**
  Charles Dawes, Chief  
P.O. Box 110  
Miami, OK 74355 *(918)540-1536* *FAX* 542-3214

• **PAWNEE TRIBE**
  Elizabeth Blackowl, President  
P.O. Box 470  
Pawnee, OK 74058  
(918)762-3624 *FAX* 762-2389

• **PEORIA TRIBE**
  Don Giles, Chief  
P.O. Box 1527  
Miami, OK 74355  
(918)540-2535 *FAX* 540-2538

• **PONCA TRIBE**
  Douglas Rhodd, Chairman  
Box 2, White Eagle  
Ponca City, OK 74601  
(405)762-8104 *FAX* 762-2743  
PONCA SOCIAL SERVICE CENTER  
(405)763-0120 *FAX* 763-0126 *pnctrb@fullnet.net*

• **QUAPAW TRIBE**
  Grace Goodeagle, Chairman  
P.O. Box 765  
Quapaw, OK 74363  
(918)542-1853 *FAX* 542-4694

• **SAC & FOX NATION**
  Dora Young, Chief  
Route 2, Box 246  
Stroud, OK 74079  
(918)968-3526 / (405)275-4270  
*FAX* (918)968-3887

• **SEMINOLE NATIQN**
  Jerry Haney, Principal Chief  
P.O. Box 1498  
Wewoka, OK 74884  
(405)257-6287 *FAX* 257-6205
• SENECA-CAYUGA TRIBES  
  Terry Whitetree, Chief  
  P.O. Box 1283  
  Miami, OK 74355 (918)542-6609 FAX 542-3684

• THLOPTHLOCCO TRIBAL TOWN  
  Grace Bunner, Micco  
  P.O. Box 706  
  Okemah, OK 74859  
  (918)623-2620 FAX 623-0419

• TONKAWA TRIBE  
  Richard Cornell, President  
  P.O. Box 70  
  Tonkawa, OK 74653  
  (405)628-2561 FAX 628-3375

• UNITED KEETOOWAH BAND OF CHEROKEES  
  Dallas Proctor, Chief  
  P.O. Box 746  
  Tahlequah, OK 74465  
  (918)431-1818 FAX (910)431-1873

• WICHITA TRIBE  
  Gary McAdams, President  
  P.O. Box 729  
  Anadarko, OK 72005  
  (405)247-2425 FAX 247-2430

• WYANDOTTE TRIBE  
  Leaford Bearskin, Chief  
  P.O. Box 250  
  Wyandotte, OK 74370  
  (918)678-2297 FAX 678-2944

• YUCHI (Euchee) TRIBE  
  Melvin George, Chairman  
  P.O. Box 1990  
  Sapulpa, OK 74067

## Appendix B

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<tr>
<td>Documentary Stamp Refund Check List</td>
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</tbody>
</table>
WARRANTY DEED

(Kansas form — individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT

__________________________________________

part of the first part, in consideration of

the sum of _________________________________________ dollars,

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do

hereby grant, bargain, sell and convey unto ____________________________________________

__________________________________________, part

of the second part, the following described real property and premises situate in ________________________

County, State of Oklahoma, to-wit:

________

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to

the same.

TO HAVE AND TO HOLD said described premises unto the said part ___________________ of the

second part _______________________, heirs and assigns forever, free, clear and discharged of and from

all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this __________ day of ___________________________ 19

__________________________________________

INDIVIDUAL ACKNOWLEDGMENT

STATE OF __________________________________________ County of ________________________________ 19.

Before me, a Notary Public in and for said County and State, on this __________ day of ___________________________ 19

personally appeared ____________________________

___________________________

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that

__________________________________________ executed the same as ________________________ free and voluntary act and deed for the uses and purposes therein

set forth.

Given under my hand and seal the day and year last above written.

My commission expires ____________________________ Notary Public

B-1
KNOW ALL MEN BY THESE PRESENTS, That I__________________________ of County, State of Oklahoma, desire to adopt the following brands and marks for identifying livestock under provisions of Senate Bill 202, S.L. 1949.

Name of Brand _________________________ Position of Brand on Animal _________________________

To Be Used On _________________________ (Cattle - Horses - Mules) _________________________

be Registered In the Name of _________________________

W. Mailing Address is _________________________ Street or Route _________________________ Postoffice _________________________ State _________________________

Livestock Identified by the described brands or marks will normally range on the following lands:

Sects. _________________________ Townships _________________________ _________________________ County, Okla. _________________________

The range area is further described (using location from nearest town) _________________________

The undersigned applicant now has _________________________ head of _________________________ Cattle and _________________________ head of _________________________ Horses or Mules Branded with _________________________ Brand on the _________________________ Position of Brand _________________________

If the event the above listed brand is in conflict with a previously registered brand, then I agree that the following named brands and locations may be registered in the order named, in compliance with provisions of the Oklahoma Brand Registration law:

Second Choice _________________________ Brand _________________________ Position on Animal _________________________

Third Choice _________________________ Brand _________________________ Position on Animal _________________________

The Undersigned verifies that only the hot iron brand is to be used and that the approximate dimension of said iron is _________________________ as shown in the drawing on the reverse side of this application.

Witness Whereof, I have set my hand this __________ day of _________________________ 19________

__________________________ Aplicant _________________________

scribed and sworn to before me this __________ day of _________________________ 19________

__________________________ Notary Public _________________________

B-2
**OKLAHOMA DOCUMENTARY STAMP**

## VALUE CHART

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*TO COMPUTE AMOUNTS OVER $100,000 SEE EXAMPLES OF "HOW TO DETERMINE AMOUNT OF DOCUMENTARY STAMPS DUE"*

**HOW TO DETERMINE AMOUNT OF DOCUMENTARY STAMPS DUE**

1. Divide sale price by 500.00 to get the number of 500.00 units in the selling price.  
   Example: $ 49,550 ÷ $ 500 = 99.10
2. Round your answer up to the next whole number. Example: 99.10, round up to 100.
3. Multiply this answer by 75 cents. Example: 100 x .75 = $ 75.00 to get amount of stamps due.

**EXAMPLES OF FIGURING DOCUMENTARY STAMPS DUE**

A. Selling Price: $ 56,230  
   $ 56,230 ÷ $ 500 = 112.46 (round up to 113)  
   113 x .75 = $ 84.75 stamps due

B. Selling Price: $ 133,400  
   $133,400 ÷ $ 500 = 266.80 (round up to 267)  
   267 x .75 = $ 200.25 stamps due

C. Selling Price: $ 78,900  
   $78,900 ÷ $ 500 = 157.80 (round up to 158)  
   158 x .75 = $ 118.50 stamps due

D. Selling Price: $ 2,349,350  
   $2,349,350 ÷ $ 500 = 4698.7U (round up to 4699)  
   4699 x .75 = $ 3,524.25 stamps due

**NOTE:** This rate applies to deeds or other evidence of conveyance executed and delivered to the buyer on or after July 28, 1978.

Documentary Stamps are required to be affixed to each deed, instrument, or writing by which any lands, tenements, or other realty sold shall be granted, assigned, transferred, or otherwise conveyed to, or vested in the purchaser or purchasers or any other person or persons, by his or their direction, when the consideration or value of the interest or property conveyed, exclusive of the value of any lien or encumbrance remaining on any person at the time of sale, exceeds One Hundred Dollars ($100.00) a tax at the rate of seventy-five cents ($.75) of each Five Hundred Dollars ($500.00) or fractional part thereof.

Any person who shall willfully fail to purchase and affix a sufficient amount of stamps on any deed as required above shall, upon conviction, be subject to a fine of not more than One Thousand Dollars ($1,000.00) or to imprisonment of not more than one (1) year, or to both such fine and imprisonment for such offense. (Oklahoma Statutes, Title 68, Section 5106).
OKLAHOMA DOCUMENTARY STAMP TAX

STATUTES
RULES
QUESTIONS & ANSWERS

B6
SEPTEMBER 2002
WARNING AND DISCLAIMER
This compilation has been prepared from the Statutes of 1996 as amended through May 2001 (Second Regular Session of the 48th Legislature) and is not an official copy of the Statutes or Rules. It is intended for general use only. The Oklahoma Documentary Stamp Tax statutory language may be found in Title 68, Oklahoma Statutes, Article 32.
DOCUMENTARY STAMP TAX

§68-3201. Imposition of tax - Definitions.

A. A tax is hereby imposed on each deed, instrument, or writing by which any lands, tenements, or other realty sold shall be granted, assigned, transferred, or otherwise conveyed to or vested in the purchaser or purchasers, or any other person or persons, by his or their direction, when the consideration or value of the interest or property conveyed, exclusive of the value of any lien or encumbrance remaining thereon at the time of sale, exceeds One Hundred Dollars ($100.00). The tax shall be prorated at the rate of seventy-five cents ($0.75) for each Five Hundred Dollars ($500.00) of the consideration or any fractional part thereof.

B. The tax is limited to conveyances of realty sold and does not apply to other conveyances. The tax attaches at the time the deed or other instrument of conveyance is executed and delivered to the buyer, irrespective of the time when the sale is made.

c. As used in this section:
   1. "Sold" means a transfer of an interest for a valuable consideration, which may involve money or anything of value; and
   2. "Deed" means any instrument or writing whereby realty is assigned, transferred, or otherwise conveyed to, or vested in, the purchaser or, at his direction, any other person.
   3. "Consideration" means the actual pecuniary value exchanged or paid or to be exchanged or paid in the future, exclusive of interest, whether in money or otherwise, for the transfer or conveyance of an interest of realty, including any assumed indebtedness.


§68-3202. Exemptions.

The tax imposed by Section 3201 of this title shall not apply to:

1. Deeds recorded prior to the effective date of Sections 3201 through 3206 of this title;
2. Deeds which secure a debt or other obligation;
3. Deeds which, without additional consideration, confirm, correct, modify or supplement a deed previously recorded;
4. Deeds between husband and wife, or parent and child, or any persons related within the second degree of consanguinity, without actual consideration therefor, deeds between any person and an express revocable trust created by such person or such person's spouse or deeds pursuant to which property is
transferred from a person to a partnership, limited liability company or corporation of which the transferor or the transferor's spouse, parent, child, or other person related within the second degree of consanguinity to the transferor, or trust for primary benefit of such persons, are the only owners of the partnership, limited liability company or corporation. However, if any interest in the partnership, limited liability company or corporation is transferred within one (1) year to any person other than the transferor or the transferor's spouse, parent, child, or other person related within the second degree of consanguinity to the transferor, the seller shall immediately pay the amount of tax which would have been due had this exemption not been granted;

5. Tax deeds;
6. Deeds of release of property which is security for a debt or other obligation;
7. Deeds executed by Indians in approval proceedings of the district courts or by the Secretary of the Interior;
8. Deeds of partition, unless, for consideration, some of the parties take shares greater in value than their undivided interests, in which event a tax attaches to each deed conveying such greater share computed upon the consideration for the excess;
9. Deeds made pursuant to mergers of partnerships, limited liability companies or corporations;
10. Deeds made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock;
11. Deeds or instruments to which the State of Oklahoma or any of its instrumentalities, agencies or subdivisions is a party, whether as grantee or as grantor or in any other capacity;
12. Deeds or instruments to which the United States or any of its agencies or departments is a party, whether as grantor or as grantee or in any other capacity, provided that this shall not exempt transfers to or from national banks or federal savings and loan associations;
13. Any deed executed pursuant to a foreclosure proceeding in which the grantee is the holder of a mortgage on the property being foreclosed, or any deed executed pursuant to a power of sale in which the grantee is the party exercising such power of sale or any deed executed in favor of the holder of a mortgage on the property in consideration for the release of the borrower from liability on the indebtedness secured by such mortgage except as to cash consideration paid; provided, however, the tax shall apply to deeds in other foreclosure actions, unless otherwise hereinabove exempted, and shall be paid by the purchaser in such foreclosure actions; or
14. Deeds and other instruments to which the Oklahoma Space Industry Development Authority or a spaceport user, as defined in the Oklahoma Space Industry Development Act, is a party.


§68-3203. Persons obligated to pay tax - Requisite stamps - Recording.

A. The taxes imposed by Section 3201 of this title shall be paid by any person who makes, signs, issues, or sells any of the documents and instruments subject to the taxes imposed by Section 3201 of this title, or for whose use or benefit the same are made, signed, issued or sold.

B. Only documentary stamps shall be used in payment of the tax imposed by Section 3201 of this title. The requisite stamps shall be affixed to the deed, instrument, or other writing by which the realty is conveyed. Said tax is not to be considered paid until the requisite stamps are affixed to the deed, instrument, or other writing by which the realty is conveyed, which stamps must be affixed before the deed is accepted for recording.

C. The name and address of the buyer shall be shown on the face of the deed, instrument or other writing by which the realty is conveyed prior to the recording of such deed, instrument or other writing.


§68-3204. Design and distribution of stamps - Accounting - Distribution of funds.

A. The Oklahoma Tax Commission shall design such stamps in such denominations as in its judgment it deems necessary for the administration of this tax. The Oklahoma Tax Commission shall distribute the stamps to the county clerks of the counties of this state, and the county clerks shall have the responsibility of selling these stamps and shall have the further duty of accounting for the stamps to the Oklahoma Tax Commission on the last day of each month. Stamp metering machines or rubber stamps as prescribed by the Oklahoma Tax Commission may be used by the county clerk, and the expenses thereof shall be paid by the county concerned. The use of meters or rubber stamps shall be governed by the Oklahoma Tax Commission.
B. The county clerks shall account for all collections from the sales of such tax stamps to the Oklahoma Tax Commission, on the last day of each month. The first fifty-five cents ($0.55) of each seventy-five cents ($0.75) collected shall be apportioned as follows:

1. The county clerks shall retain five percent (5%) of all monies collected for such stamps as their cost of administration and shall pay the same into the county general fund.

2. The remaining ninety-five percent (95%) of the collections shall be transferred by the Oklahoma Tax Commission to the General Revenue Fund of the State Treasury to be expended pursuant to legislative appropriation.

C. The remaining twenty cents ($0.20) of each seventy-five cents ($0.75) collected shall be paid into the county general fund.


§68-3205. Rules and regulations - Documentary Stamp Tax Unit.

The Oklahoma Tax Commission shall prescribe such rules and regulations as it may deem necessary to carry out the purpose of Sections 3201 through 3206 of this title. There is hereby created the Documentary Stamp Tax Unit of the Oklahoma Tax Commission. The Oklahoma Tax Commission through the Documentary Stamp Tax Unit shall be responsible for the administration and enforcement of the taxes as imposed by Section 3201 of this title. The provisions of Section 240 of Title 68 of the Oklahoma Statutes apply to the provisions of the documentary stamp tax act.


§68-3206. Violations - Punishments.

A. Any person who shall willfully fail to purchase and affix the exact amount of stamps on any deed, instrument, or writing as required under Section 3201 of this title shall, upon conviction, be subject to a fine of not more than One Thousand Dollars ($1,000.00) or to imprisonment of not more than one (1) year, or to both such fine and imprisonment for such offense.

B. The willful removal or alteration of the cancellation or defacing marks with intent to use or cause the same to be used after a documentary stamp has already been used shall, upon conviction, subject the guilty person to a fine of not more than One Thousand Dollars ($1,000.00) or to imprisonment of not
more than one (1) year, or to both such fine arid imprisonment for such offense.

C. Proof of payment of the documentary stamp tax shall be the exhibiting of the conveyance instrument showing the required stamps have been affixed. The failure or refusal of any taxpayer to furnish proof of payment of the documentary stamp tax, upon being so requested to do so by the Oklahoma Tax Commission, within ninety (90) days after being notified by registered or certified mail with return receipt requested shall be prima facie evidence of intent of the taxpayer to defraud the state and evade the payment of such tax. Any taxpayer who intends to defraud the state or evade the payment of the documentary stamp tax, fee, penalty or interest thereon pursuant to the provisions of Section 217 of this title, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not more than One Thousand Dollars ($1,000.00) for each offense.

D. Should the county clerk become aware that the provisions of the documentary stamp law have or might have been violated, he or she shall immediately report the facts to the Oklahoma Tax Commission.

OKLAHOMA ADMINISTRATIVE CODE (RULES)
CHAPTER 30

710:30-1-1. Purpose

The provisions of this Chapter have been promulgated for the purpose of compliance with the Oklahoma Administrative Procedures Act, 75 O.S. Sections 250.1 et seq, and to facilitate the administration, enforcement, and collection of taxes and other levies enacted by the Oklahoma Legislature with respect to documentary stamps.

710:30-1-2. Definitions

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Administrator" means the Director of the Business Tax Division of the Oklahoma Tax Commission. It is the intent of this Chapter that as Division Director, the actions and activities of the administrator shall be in compliance with directives established by the Commissioners of the Oklahoma Tax Commission.

"Attorney General" means the chief legal officer of the State of Oklahoma.

"Commission" means the Oklahoma Tax Commission.

"Consideration" means the actual pecuniary value exchanged or paid or to be exchanged or paid in the future, whether in money or otherwise, for the transfer or conveyance of an interest of realty, or minerals, including any assumed indebtedness. At the time of recording the instrument of transfer or conveyance, the consideration shall be stated, upon forms prescribed by the Oklahoma Tax Commission, and signed by the grantee, in accordance with the procedures prescribed by the Oklahoma Tax Commission.

"Deed" means any instrument or writing whereby realty or minerals are assigned, transferred, or otherwise conveyed to or vested in, the purchaser or, at his direction, any other person.

"Grantee" means the person receiving property.

"Grantor" means the person selling, giving or conveying the property. "Mineral Deed" means the instrument which conveys a mineral interest in land.

"Mineral Interest" means the property interest created in oil or gas or other minerals by a mineral deed.

"Realty" includes those interests in real property, which endure for a period of time, the termination of which is not fixed or ascertained by a specific number of years; and, those interests enduring for a fixed period of years but which, either by reason of the length of the term or grant of a right to extend the term of renewal, consists of rights closely approximating interests in real property which
endure for a period of time the termination of which is not fixed or ascertained by a specific number of years.

"Sold" means a transfer of interest for a valuable consideration, which may involve money or any other item of value.

710:30-1-3. Purchase and affixing of documentary stamps

(a) Only documentary stamps shall be used in payment of the tax imposed by Oklahoma Statutes. The requisite stamps shall be affixed to the deed, instrument, or other writing by which the realty is conveyed. If there is insufficient space on the face of the deed, instrument, or other writing to affix the required documentary stamps, such stamps shall be affixed to a second or subsequent page of the document, or in the absence of a second or subsequent page, the stamps shall be affixed to the back of the deed, instrument, or other writing by which the realty is conveyed. It shall be the responsibility of the County Clerk to ensure that the page on which the stamps are affixed is recorded as part of the deed, instrument, or other writing conveying the realty. [See: 68 O.S.1991, Section 3203(B)]

(b) Documentary stamps may be purchased, and requisite forms for the purchase of such stamps may be obtained, from the sources and in the manner provided for by statute. [See: 68 O.S.1991, Section 3204]

(c) If a taxpayer claims exemption from the payment of the documentary stamp tax, and there is no notation on the face of the deed indicating the reason for claiming the exemption, the county clerk shall make a brief notation on the face of the deed indicating the reason for claiming the exemption.

(d) If a single deed conveys property located in more than one county, the stamps will be purchased from, and the deed filed in, the county having the largest portion of the property. Certified copies of the deed showing the stamps affixed will then be filed in the affected counties.

[Source: Amended at 10 Ok Reg 4677, eff 9-1-93 (emergency); Amended at 11 Ok Reg 3493, eff 6-26-94; Amended at 11 Ok Reg 4689, eff 8-15-94 (emergency); Amended at 12 Ok Reg 2625, eff 6-26-95]

710:30-1-4. Documentary stamp tax based on consideration; interest; property

For purposes of computing the amount received in a transaction subject to the documentary stamp tax imposed by this statute no distinction is to be made between cash or security received by the seller.

(1) Measurement. The tax shall be measured by: (A)

The consideration;

(B) The value of the interest conveyed; or

(C) The value of the property conveyed.
(2) Basis. In each instance the basis for computing the tax shall be: (A) The down payment; plus
   (B) The amount of new and assumed mortgages; plus
   (C) Any other valuable benefits received by the seller.

(3) Personal property. Any personal property transferred shall have its value deducted from the gross value transferred prior to computing the tax.

710:30-1-5. Use of documentary stamps on conveyances by defaulting mortgagee; exemptions
   (a) Unless otherwise exempt, a conveyance by a defaulting mortgagee in consideration of the cancellation of the mortgage debt is subject to the documentary stamp tax based on the remaining balance plus accrued interest.
   (b) Effective with deeds filed July 1, 1988 or subsequent, 68 O.S. 1988, Section 5102(13), now codified at 68 O.S.1991, Section 3202(13), was amended to exempt three categories of conveyances:
      (1) Deeds in foreclosure actions. Deeds executed in a Foreclosure Action in which the grantee of the new deed was the mortgage holder of the property being foreclosed, and the property was deeded to the mortgagee for no additional consideration.
      (2) Deeds executed pursuant to a power of sale. Deeds executed pursuant to a Power of Sale in which the grantee of the new deed was the mortgage holder of the property being sold and no additional consideration is exchanged.
      (3) Deeds in lieu of foreclosure. Deeds accepted In Lieu of Foreclosure in which the grantee of the new deed was the mortgage holder of the property being conveyed to the mortgage holder for no consideration other than the cancellation of the debt and no additional consideration is exchanged. [See: 680.S.1991, Section 3202(13)]

[Source: Amended at 10 Ok Reg 4677, eff 9-1-93 (emergency); Amended at 11 Ok Reg 3493, eff 6-26-94]

710:30-1-6. Examination of county records
   Tax Commission auditors will periodically review deeds filed with each county clerk. The examinations shall consist of:
      (1) Extracting information concerning the amount of Documentary Stamp Tax paid;
      (2) Verifying the proper affixing of the Documentary Stamp;
      (3) Verifying the payment of the Documentary Stamp Tax;
      (4) Extracting information concerning nonpayment of the Documentary Stamp Tax;
      (5) Examination of the records of the county clerk concerning the administration of the Documentary Stamp Tax Act.
710:30-1-7. Assessment for nonpayment or insufficient payment; payment; protest

(a) Assessment. Any taxpayer filing a deed for record with a county clerk is responsible for either paying the required amount of documentary stamp tax or indicating in writing on the deed the authority for nonpayment. If after a review of the records, it appears that the taxpayer has failed to pay the tax, or has paid an insufficient amount of tax, or has failed to indicate the reason for nonpayment of the tax, the Commission shall:

(1) Send a proposed assessment letter to the last known address of the taxpayer. The assessment letter shall contain the amount of delinquent tax, the penalty assessed, and a computation of the interest due.

(2) If there is no response within thirty (30) days of the mailing of the proposed assessment, the assessment will become absolute and final and a Tax Warrant will be issued by the Commission.

(b) Response to assessment. In response to the assessment letter, the taxpayer may:

(1) Submit a copy of the deed which shows that the proper amount of tax has previously been paid; or

(2) Proceed to the county clerk's office and pay the tax. If this is done, it is the taxpayer's responsibility to submit a copy of the deed with the properly affixed stamps. In addition, the taxpayer shall remit payment to the Commission for the amount of penalty and interest that has been assessed; or

(3) Submit proof of exemption from payment of the tax; or

(4) Protest the assessment. If a protest is presented to the Commission it will be forwarded to the General Counsel's office of the Oklahoma Tax Commission for disposition.

(c) Payments, Two payments must be made for all delinquent documentary stamp taxes. The first in the amount of the tax will be made to the county clerk's office. The second, for penalty and interest will be made to the Oklahoma Tax Commission.

[Source: Amended at 10 Ok Reg 4677, eff 9-1-93 (emergency); Amended at 11 Ok Reg 3493, eff 6-26-94]

710:30-1-8. Property subject to the documentary stamp tax

(a) All property transferred by deed that is not specifically exempted by statute is subject to the documentary stamp tax, and shall be paid by either the grantee or the grantor. Some examples of property which are subject to the tax are:

(1) Mineral deeds;

(2) Sheriffs deeds. The tax is based on the amount bid for the property plus any other costs incurred by the purchaser. (See 710:30-1-5(b) for exception) ;
(3) A conveyance of realty in consideration of life maintenance. The tax will be based on the net value of the realty conveyed;

(4) Assumed and/or wraparound mortgages. The tax will be based on the balance of the mortgage plus any other valuable consideration exchanged;

(5) Realty traded. Documentary stamps will be required on both deeds if the deeds conveyed property. The tax will be based on the market value of the property conveyed; and

(6) Conveyance of property in forming a new corporation in exchange for stock of that corporation. The tax will be based on the original purchase price of the realty conveyed plus any improvements placed thereon since the original purchase. If the original purchase price can not be determined the tax will be based on the fair market value of the property conveyed.

(b) The properties listed in (a) of this Section are examples only and are not intended to be all-inclusive.

[Source: Amended at 10 Ok Reg 4677, eff 9-1-93 (emergency); Amended at 11 Ok Reg 3493, eff 6-26-94]

710:30-1-9. Conveyances not subject to the documentary stamp tax

In addition to the exemptions allowed under 68 O.S.1991, Section 3202, the following nonexclusive list constitutes further examples of conveyances not subject to the documentary stamp tax:

(1) Conveyances of realty without consideration, including a deed conveying property as a bona fide gift;

(2) A conveyance given by an executor or executrix in accordance with the terms of a will;

(3) A conveyance from an agent to his principal conveying realty purchased for and with funds of the principal;

(4) True deeds of partition, unless, for consideration, some of the parties take shares greater in value than their undivided interests. In such a case, the tax will attach to the deed conveying such excess share and will be based upon the consideration for the excess;

(5) Ordinary leases of real property;

(6) A conveyance to a receiver of realty included in the receivership assets, and reconveyance of such realty upon termination of the receivership; and

(7) Transfer of realty in a statutory merger or consolidation from a constituent corporation to the new or continuing corporation.

[Source: Amended at 10 Ok Reg 4677, eff 9-1-93 (emergency); Amended at 11 Ok Reg 3493, eff 6-26-94]
710:30-1-10. Duties and responsibilities of the county clerk

County clerks are responsible for selling Documentary Stamps to the taxpayers and have the duty of accounting for the stamps to the Oklahoma Tax Commission. For the purpose of collecting the stamp tax, the county clerks act as agents of the Oklahoma Tax Commission.

(1) Documentary stamps are to be purchased only from the county clerk of the county in which the realty conveyed is located. If the property being conveyed by the deed is located in more than one county, the stamps will be purchased from the county in which the original deed is filed. Certified copies of such deed, showing stamps affixed, can then be filed with the other county or counties where the property is located.

(2) In order to make a correct determination of tax due, the county clerks have the duty to request taxpayers to produce satisfactory documentation which correctly discloses the value of the property. The total value of the consideration paid can be determined from a real estate purchase contract, closing statement, bill of sale, or any other documentation showing the total price of the property sold.

(3) County clerks shall make sure that the Documentary Stamps are not sold over the counter. The stamps can only be sold when the tax is paid and the stamps affixed to the deed. Stamps are to be sold only when the deed is offered for recording.

(4) County clerks shall make sure that the proper amount of stamps are affixed. Metering machines may not be used to collect an odd tax amount or, in other words, to collect an amount of tax that is not a multiple of .75 cents. Stamps worth 75 cents must be affixed for each $500.00 (or any fractional part thereof) of the consideration. When a metering machine is used, a single stamp can be printed for the total tax amount rather than attaching multiple stamps. However, whether a metering machine is used or not does not change the tax amount. Thus .75 cents is still required for each $500.00 of consideration or fractional part thereof. This can be illustrated by the following example: The selling price of Blackacre is $30,250.00. Based on this consideration paid, the deed will require 61 documentary stamps at 75 cents each, which computes to a tax amount of $45.75. It is improper to use a metering machine to calculate the tax on 60.5 documentary stamps, or $45.38.

(5) If the taxpayer claims exemption from the payment of the documentary stamp tax, and there is no notation on the deed indicating the reason for the claiming of the exemption, the county clerk shall make a brief notation on the face of the deed indicating the reason for claiming the exemption.

[Source: Amended at 11 Ok Reg 3493, eff 6-26-94; Amended at 11 Ok Reg 3943, eff 7-11-94]
1. WHAT STATUTE AND RULES GOVERNS THE DOCUMENTARY STAMP TAX?
The application of the documentary stamp tax is governed by Oklahoma Statutes, Title 68, Article 32, Section 3201 through Section 3206 and Oklahoma Tax Commission Permanent Rules 710:30-1-1 through 710:30-1-10.

Reference: Section 3201-3206; Rules 710:30-1-1 through 710:30-1-10

2. WHAT IS THE DOCUMENTARY STAMP TAX?
The documentary stamp tax is a conveyance tax levied upon any deed, instrument or other writing conveying realty sold from one entity to another entity when the consideration or value of the property conveyed exceeds One Hundred Dollars ($100.00).

Reference: Section 3201(A); Rule 710:30-1-8

3. WHAT IS THE DEFINITION OF CONSIDERATION?
Consideration is defined as the actual pecuniary value exchanged or paid or to be exchanged or paid in the future, exclusive of interest, whether in money or otherwise, for the transfer or conveyance of an interest of realty, including any assumed indebtedness.

Reference: Section 3201 (C)(3); Rule 710:30-1-2

4. WHEN IS THE DOCUMENTARY STAMP TAX PAYABLE?
The documentary stamp tax attaches to an instrument at the time of conveyance to the purchaser, but is not required to be paid and affixed to the deed, instrument or other writing until the time of filing with the County Clerk.

5. WHAT IS THE DOCUMENTARY STAMP TAX RATE?
Documentary stamps are required at the rate of ($0.75) per each Five Hundred Dollar ($500.00) increment or fraction thereof, when the full consideration exceeds One Hundred Dollars ($100.00) in value.
6. WHO IS HELD RESPONSIBLE FOR THE PAYMENT OF THE DOCUMENTARY STAMP TAX?

On those deeds requiring documentary stamps both the grantor and the grantee of the deed can be held responsible for the affixing of the stamps. On those deeds where one of the parties is specifically exempt from the payment of the documentary stamp tax, the nonexempt party to the deed will be held responsible.

An example of such a deed would be where an entity such as the Federal National Mortgage Association (Fannie Mae) is a party to the deed, either as grantor or grantee. Fannie Mae is not a federal agency or department and would not qualify under Exemption 12, therefore the deed would require documentary tax stamps. Even though Fannie Mae is not a federal agency or department they are federally chartered and their federal charter exempts them from paying taxes, other than realty tax. Under such a case we would look to the nonexempt party for the payment of tax. (Reference Question 27)

Unless specifically exempt, deeds conveyed pursuant to a sheriff's sale are required to have documentary stamps affixed; such stamps are thus the responsibility of the purchaser.

*Reference: Section 3202(12& 13) and 3203(A); Rule 710:30-1-8*

7. WHERE MAY DOCUMENTARY STAMPS BE PURCHASED?

The Oklahoma Tax Commission is not authorized to sell the documentary tax stamps to anyone other than the County Clerk. All stamps purchased by the taxpayer must be purchased from the County Clerk in the county where the deed is filed.

*Reference: Rule 710:30-1-10(1)*

8. MAY DOCUMENTARY STAMPS BE SOLD OVER THE COUNTY BY THE COUNTY CLERK?

NO! Documentary stamps can only be sold when the document is offered to the County Clerk for filing and will be affixed to the conveying instrument by the County Clerk at the time of filing. (See Question 23 for the only exception.)

*Reference Section 3203(B); Rule 710:30-1-10(3)*
9. IS THERE ANY METHOD BY WHICH THE REQUIRED DOCUMENTARY STAMPS CAN BE PURCHASED, BUT NOT AFFIXED TO THE DEED AT THE TIME OF FILING? (SEE QUESTION 19 FOR THE ONLY EXCEPTION.)

NO! Effective January 1, 1992, all deeds or conveyances requiring documentary stamps will have such stamps affixed at the time of filing.

Reference: Section 3202(B)

10. IF THE REQUIRED DOCUMENTARY STAMPS ARE NOT PURCHASED AND AFFIXED TO THE DEED OR CONVEYANCE AT THE TIME OF FILING IS THERE A PENALTY OR INTEREST IMPOSED FOR THE LATE PURCHASE OF THE STAMPS?

If stamps are not purchased and affixed to the deed within thirty (30) days of the filing of the deed the penalty for the delinquent purchase of the stamps will be imposed at ten percent (10%) of the stamp amount. Interest accrues at the rate of fifteen (15%) per annum from the date of filing through the date of purchase of the stamps. Additional penalties can be imposed under Section 3206(A), (B), or (C). All penalties and interest are payable to the Oklahoma Tax Commission.

Reference: Title 68, Section 217, Section 3206(A)(B)(C)

11. WHAT DOCUMENTS CAN BE PRESENTED TO THE COUNTY CLERK TO VERIFY THE PURCHASE PRICE OR CONSIDERATION PAID FOR REALTY?

The total purchase price of the realty can be determined from a real estate purchase contract, closing statement, bill of sale, or any other documentation confirming the total price paid for the property.

Reference: Rule 710:30-1-10

12. ARE ALL DEEDS, INSTRUMENTS, OR OTHER WRITINGS CONVEYING REALTY FROM ONE ENTITY TO ANOTHER ENTITY SUBJECT TO THE DOCUMENTARY STAMP TAX?

Unless specifically exempt under Section 3201 (A) or (B), Section 3202, or exempt under a federal or state statute other than the documentary stamp tax statutes, all deeds, instruments, or writings conveying realty from one entity to another entity is subject to the documentary stamp tax.

Reference: Rule 710:30-1-8
13. ARE MINERAL DEEDS AND TIMBER DEEDS SUBJECT TO DOCUMENTARY STAMP TAX?
An interest in minerals or timber is considered an interest in realty and as such would be subject to the documentary stamp tax.

Reference: Rule 710:30-1-8

14. WHAT ARE SOME EXAMPLES OF CONVEYANCES SUBJECT TO THE DOCUMENTARY STAMP TAX?
Some of the examples of conveyances subject to the documentary stamp tax are:

a) Mineral deeds and timber deeds;
b) A conveyance of realty to a corporation in exchange for stock of the corporation;
c) A conveyance of realty to a partnership in consideration for an ownership interest or an increase in ownership interest, either as a percentage increase, an equity increase, or an increase in the capital account;
d) Realty conveyed pursuant to the dissolution of a partnership if one of the partners acquires a larger portion than which he is entitled. The tax would then be computed on the additional portion of realty acquired;
e) A trade of realty, each conveyance being taxable based upon the value of the realty traded;
f) A transfer among family members is consideration is shown;
g) Realty conveyed pursuant to assumed, wraparound, or new mortgages;
h) Outright purchase.

***THESE ARE EXAMPLES ONLY AND ARE NOT INTENDED TO BE ALL INCLUSIVE***

Reference: Rule 710:30-1-8

15. ARE "DEEDS IN LIEU OF FORECLOSURE", "DEEDS IN FORECLOSURE ACTIONS:, OR "DEEDS ISSUED PURSUANT TO A POWER-OF-SALE" SUBJECT TO THE DOCUMENTARY STAMP TAX?
If the property is purchased by anyone other than the entity that held the note, documentary stamps would be required. See Exemption 13 for those deeds or conveyances not requiring stamps.

Reference: Section 3202(13); Rule 710:30-1-5
16. IS REALTY CONVEYED AS A GIFT SUBJECT TO THE DOCUMENTARY STAMP TAX?
Realty conveyed as an absolute gift is not subject to the documentary stamp tax since there would be no sale as required by Section 3201.

Reference: Section 3201 (B) and 3201 (C)(l); Rule 710:30-1-9(1)

17. ARE DEEDS CONVEYING REALTY TO A "REVOCABLE TRUST" SUBJECT TO THE DOCUMENTARY STAMP TAX?
If the individual(s) transferring the realty to the trust maintains control over the trust and can revoke the trust at any time, the conveyance would not be subject to the documentary stamp tax.

18. WHAT ACTION IS REQUIRED WHEN A DEED THAT IS EXEMPT FOR THE DOCUMENTARY STAMP TAX IS OFFERED FOR FILING?
When a deed that is exempt from the documentary stamp tax is offered for filing the authority for the exemption of the tax must be indicated in writing on the deed.

Reference: Rule 710:30-1-10(5)

19. HOW ARE DEEDS OR OTHER CONVEYANCES THAT HAVE BEEN FILED WITHOUT THE REQUIRED AMOUNT OF DOCUMENTARY STAMPS AFFIXED ASSESSED FOR THE DELINQUENT PURCHASE OF THE STAMPS?
Documentary stamp tax can be assessed from information furnished by the County Clerk’s Office or by information gathered by an agent of the Oklahoma Tax Commission. A letter is mailed to the grantee on the deed, advising them of the proposed assessment of the tax. The grantee is then offered the opportunity to show why stamps were not affixed to the deed or to purchase the required amount of stamps and have them affixed to the deed. In addition, any penalty and interest due for the delinquent purchase of the stamps must be paid to the Oklahoma Tax Commission.

Reference: Section 3206(D); Rule 710:30-1-7
20. IF STAMPS ARE AFFIXED TO A DEED THAT DOES NOT REQUIRE STAMPS, OR IF THE WRONG AMOUNT OF STAMPS ARE AFFIXED, IS THERE A METHOD WHEREBY A REFUND CAN BE RECEIVED FOR THE STAMPS ERRONEOUSLY PURCHASED OR STAMPS PURCHASED IN THE WRONG AMOUNT?

If stamps are purchased for a deed not requiring stamps, or if stamps are purchased in excess of what is actually required, an application for a refund can be made by requesting such refund through the Oklahoma Tax Commission. Additional information or requirements will then be forthcoming from the Refund Section.

21. CAN DOCUMENTARY TAX STAMPS BE PURCHASED IN AN AMOUNT GREATER THAN WHAT IS ACTUALLY REQUIRED?

NO! Documentary stamps must be purchased in the exact amount required. Note that stamps are sold in increments of seventy-five cents ($0.75) only.

Reference: Section 3206(A); Rule 710:30-1-10(4)

22. WHAT IS A DEED OR CONVEYANCE IS OFFERED FOR FILING AND THE TAXPAYER REFUSES TO PROVIDE DOCUMENTATION TO SUPPORT THE AMOUNT PAID FOR THE PROPERTY OR A REASON FOR THE NONPAYMENT OF TAX?

The County Clerk has a statutory obligation to report such instances to the Oklahoma Tax Commission. Any additional documentation that can help support the taxability of the deed should also be provided to the Commission.

Reference: Section 3206(D); Rule 710-30-1-10

23. IS THERE ANY TIME DOCUMENTARY TAX STAMPS CAN BE PURCHASED AND AFFIXED TO A DEED AFTER THE DEED HAS BEEN FILED?

Generally, the only time documentary tax stamps will be affixed to a deed that has already been filed would be in those cases where the Oklahoma Tax Commission has determined that an inadequate amount of stamps were affixed to the deed at the time of filing or when there appears to be an invalid exemption of the payment of the tax. Under such circumstances the Oklahoma Tax Commission will send a proposed assessment to the taxpayer advising the taxpayer of the delinquency and advising them to purchase the required amount of documentary stamps from the County Clerk.
where the deed was filed and have the stamps affixed to the original deed or to a certified copy of the deed on file. A certified copy of the deed showing the proper amount of stamps affixed should then be mailed to the Oklahoma Tax Commission by the taxpayer or by the County Clerk.

Any interest and penalty due on the late purchase of the documentary stamps must be sent to the Oklahoma Tax Commission by the taxpayer.

Reference: Internal Procedures

24. HAVE THERE BEEN ANY ADDITIONAL CHANGES TO THE DOCUMENTARY STAMP TAX LAW THAT WILL HAVE AN IMPACT ON THE FILING OF THE DEEDS?
Effective May 29, 1997 Section 3204(A) was amended to allow the use of rubber stamps on those deeds requiring documentary stamps tax. A sample of the rubber stamp that has been approved by the Oklahoma Tax Commission is shown at the end of this booklet.

In effect, this means that payment of the documentary stamp tax can be acknowledged by any of three methods authorized by statute; 1) actual paper stamps, 2) metered stamp, and 3) use of the rubber stamp.

Rules governing the use of the rubber stamp have not been approved as of this date.

Effective July 1, 1999 Section 3202(4) amended to exempt conveyances between related individuals and express revocable trusts, partnerships, LLC's, and corporations. Exemption # 14 added (Oklahoma Space Industry Authority).

25. EXEMPTION 11 SERVES TO EXEMPT THOSE DEEDS IN WHICH THE STATE OF OKLAHOMA OR ANY OF ITS INSTRUMENTALITIES, AGENCIES OR SUBDIVISIONS ARE A PARTY. WHAT ARE SOME EXAMPLES OF ENTITIES COVERED UNDER THIS EXEMPTION?
Exemption 11 would serve to exempt those deeds in which the following entities are a party:

DEPARTMENT OF ADMINISTRATION
1) Oklahoma Capital Authority

DEPARTMENT OF COMMERCE
1) Oklahoma Development Finance Authority and Oklahoma Capitol
Investment Board
2) East Central Oklahoma Building Authority
3) East Central Oklahoma Gas Authority
5) Oklahoma Housing Finance Agency
6) Kiamichi Development Authority
7) Mid-South Industrial Authority
8) Midwestern Oklahoma Development Authority
9) North Central Oklahoma Municipal Power Pool Authority
10) Northeast Oklahoma Public Facilities Authority
11) Oklahoma Municipal Power Authority Board
12) Oklahoma Ordinance Works Authority
13) Southeastern Oklahoma Development Trust
14) Southern Oklahoma Development Trust
15) Tri-County Development Authority
16) Oklahoma World Trade Development Authority
17) Oklahoma Housing Authority
18) Monkey Island Development Authority

DEPARTMENT OF EDUCATION
1) Oklahoma Educational Authority

DEPARTMENT OF NATURAL RESOURCES
1) Environmental Finance Authority
2) REDARK Development Authority

DEPARTMENT OF TRANSPORTATION
1) All Port Authorities
2) Transportation Commission and Department of Transportation
3) Oklahoma Turnpike Authority

MISCELLANEOUS
1) Oklahoma Environmental Finance Authority
2) Oklahoma Environmental Protection Authority
3) Oklahoma State Firemen's Building Authority
4) Grand River Dam Authority
5) Oklahoma SSC Development Authority
6) Cities, Counties, State Colleges and Universities

In addition there are various Indian tribal authorities that would fall under this
category of exemption, however, we are not in possession of a listing of such
authorities. In such a case, each deed would need to be reviewed to determine
if it might fall under the exemption. If the County clerk is still uncertain if the
deed would qualify under the exemption, it becomes the taxpayer's
responsibility to provide adequate documentation supporting their use of the
26. EXEMPTION 12 EXEMPTS THOSE DEEDS TO WHICH THE UNITED STATES OR ANY OF ITS AGENCIES OR DEPARTMENTS IS A PARTY. WHAT ARE SOME OF THE EXAMPLES OF ENTITIES COVERED UNDER THIS EXEMPTION?

Exemption 12 would serve to exempt those deeds in which the following entities are a party, either as grantor or grantee or in any other capacity:

1) Veterans Administration (VA)
2) Department of Housing & Urban Development (HUD)
3) Government National Mortgage Association (GNMA - A Division of HUD)
4) Federal Deposit Insurance Corporation (FDIC)
5) Resolution Trust Corporation (RTC - Replaced the FSLIC)
6) Federal Housing Administration (FHS)
7) Federal Home Loan Mortgage Corporation (Freddie Mac)
8) Social Security Administration (SSA)
9) Small Business Administration (SBA)
10) Farm Credit Administration (FCS)

27. THERE ARE SEVERAL ENTITIES THAT, DUE TO THEIR FEDERAL CHARTER, ARE EXEMPT FROM PAYING THE DOCUMENTARY STAMP TAX. COULD YOU GIVE SOME EXAMPLES OF SUCH ENTITIES AND IS THE NONEXEMPT PARTY THEN RESPONSIBLE FOR THE TAX?

Some examples of such entities are listed below. In the case where an exempt entity is a party to the deed, the burden of the tax would fall upon the nonexempt party, whether as grantor or grantee.

1) Federal National Mortgage Association (Fannie Mae)
2) Farm Credit Banks
3) Farm Credit Services
4) Production Credit Associations
5) Federal Land Banks and Associations
6) Banks for Cooperatives

Please destroy all previous copies of the Statutes, Rules and Questions and Answers previously provided to the Office of the County Clerk.
This document is not be distributed to other county offices or other individuals without prior approval of the Oklahoma Tax Commission. Pursuant to Title 68 O.S. 1991, Section 3204, the two (2) facsimiles shown below have been approved by the Oklahoma Tax Commission to be used by those counties that choose to use the Rubber Stamp.

----------------------------------------------

STAMP #1

----------------------------------------------

Stamp # 1 is to be used by those counties who manually enter dates, book, and page on the recorded documents. The stamp is to be no larger than three inches (3") wide, by one and one-quarter (1 1/4") high. This will insure uniformity throughout the State for those counties electing to use the rubber stamp in lieu of paper stamps or the metering machine.

STATE OF OKLAHOMA, _____________ County

Filed for record on the ___________ day
of __________, 20__ AT __________ M
Book __________, at Page ___________,
Documentary Stamps: $ __________, County Clerk
_______________ Deputy

----------------------------------------------

STAMP #2

----------------------------------------------

Stamp #2 is to be used by those counties utilizing systems that automatically place the book and page number on instruments offered for recording. The stamp should measure approximately two and one-quarter inches (2 11/4") wide by three-fourths inches (3/4") high.

State of Oklahoma
County
Documentary Stamps $______
Oklahoma County Clerks

April 18, 2008

RE: Documentary Stamp Tax - Standing Timber - Minerals

There is some misunderstanding regarding deeds and other instruments which convey the interest in standing timber and minerals and whether the Documentary Stamp Tax is due.

Standing Timber and Minerals are real property and the Documentary Stamp Tax is due on any instrument which conveys the interest in the them. The taxpayer should be able to provide the value on which to calculate the tax if it is not stated on the instrument.

I have included some information which will be useful in explaining this to anyone who presents an instrument of this type. You may also contact me at the number provided below if you have questions.

Oklahoma Statutes for the Documentary Stamp Tax were adopted from the Federal Statutes when the state of Oklahoma took over the tax in 1968. The law clearly states that instruments which convey title to standing timber to be cut and to mineral interests are taxable conveyances of interest in real property. There has been no change since that time. Documentary Stamp Tax is due on timber and mineral deeds and any other instrument conveying interest in them.

In checking for more information, I found a description of real property on the National Timber Tax web site--

"Real Property - means land, an improvement, a mine or quarry, a mineral in place, standing timber, or an estate or interest in any such property."

This definition should make it clear that minerals and timber are real property and the Documentary Stamp Tax is due.

Gladys Van Vranken
Compliance Division
(405) 522-4116

IT IS OUR MISSION TO SERVE THE PEOPLE OF OKLAHOMA BY PROMOTING TAX COMPLIANCE THROUGH QUALITY SERVICE AND FAIR ADMINISTRATION
**AVD**

**MONTHLY COUNTY REPORT OF DOCUMENTARY STAMP SALES**

Month ending __________________________

COUNTY CLERK OF _________________________ COUNTY, _________________________, Oklahoma

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### A. DOCUMENTARY STAMP METER SALES

<table>
<thead>
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<tbody>
<tr>
<td>1. Ascending register value at the end of the month</td>
<td>$</td>
</tr>
<tr>
<td>2. Ascending register value at beginning of month</td>
<td>$</td>
</tr>
<tr>
<td>3. Total meter sales during month (subtract line 2 from line 1)</td>
<td>$</td>
</tr>
<tr>
<td>4. Less credit given for unusable tape imprints</td>
<td>$</td>
</tr>
<tr>
<td>5. Total value of actual meter sales during month</td>
<td>$</td>
</tr>
</tbody>
</table>

---

### B. REMITTANCES

Receipts from meter sales @ $.75 per $500
(from Section A, line 5)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. $</td>
<td></td>
</tr>
<tr>
<td>2. Receipts from rubber stamp sales @ $.75 per $500</td>
<td>$</td>
</tr>
<tr>
<td>3. Total (sum of lines 1 and 2)</td>
<td>$</td>
</tr>
<tr>
<td>4. Less 30.33% retained by county (multiply line 3 by .3033)</td>
<td>$</td>
</tr>
<tr>
<td>5. Balance DUE OKLAHOMA TAX COMMISSION (subtract line 4 from line 3)</td>
<td>$</td>
</tr>
<tr>
<td>6. Debit/(Credit) Memorandum Number</td>
<td>$</td>
</tr>
<tr>
<td>7. TOTAL REMITTANCE to Oklahoma Tax Commission</td>
<td>$</td>
</tr>
</tbody>
</table>

---

### C. ENCLOSED AMOUNT

Enclosed is remittance of $ _________________________ on Voucher Number ___________ Dated ___________

SIGNED: ___________________________ (County Clerk)

---

Mail to: OKLAHOMA TAX COMMISSION
        2501 Lincoln Boulevard
        Oklahoma City, Oklahoma 73194

---

B-30
INSTRUCTIONS

1. This form is to be used by the County Clerk in making a monthly report to the Tax Commission when any type of documentary stamp sales are made. This report is to be received by the Tax Commission not later than the tenth (10th) day of the month succeeding the month being reported.

Section A - METER SALES

1. Line 1: Enter value shown on the ascending register at the end of the reporting month.

2. Line 2: Enter the value shown on the ascending register at the beginning of the reporting month. This value must be the same as that shown on the previous month's "Ascending register value at end of month."

3. Line 3: "Total meter sales during month"

4. Line 4: Enter any credit that you have received from this office for unusable tape imprints.

5. Line 5: "Total value of actual meter sales during month" is obtained by subtracting line 3 from line 2.

Section B - RUBBER STAMP SALES

Enter rubber stamp sales on Line 2 of Section B.
MCCLAIN COUNTY CLERK
REGISTRAR OF DEEDS

STATEMENT OF
PROOF OF PURCHASE

The undersigned, being the Buyer or Seller of the hereinafter
described property, which sale was consummated on the _____
day of ______________, 19___, do hereby make this statement
in accordance with Rule No. 51.007.00, DUTIES AND RESPONSIBILITIES
OF THE COUNTY CLERK, (as defined in Title 68 Oklahoma Statutes
Section 3201), and do upon oath, state that the total value of the
consideration paid for such transfer was $______________ and
affected only the following described real property situated in

____ County, Oklahoma:

______________________________

______________________________

_____________________________

State OF ______________________
COUNTY OF ______________________SS.

Subscribed and sworn to before me this ______ day of _____
__________________________, 19______

______________________________
NOTARY PUBLIC
AFFIDAVIT

CONFIDENTIAL - DO NOT RECORD

The undersigned seller(s) and buyer(s) hereby certify to the County Clerk of Pontotoc County and the Oklahoma Tax Commission, for the purpose of calculating and purchasing Documentary Stamps, that the total purchase price of the real property and appurtenances thereunto being evidenced in a deed between said parties and dated ______, 1993 is/was $____, _________. Seller(s) and buyer(s) also certify that this is the same purchase price evidenced by the Purchase Contract and/or Settlement Statement.

This affidavit is given solely for the purpose of evidencing the purchase price for the determination of Documentary Stamps and none other, and is provided to assist in the meeting of the Oklahoma State Treasurer's Rule 51.007.00; Duties and responsibilities of the County Clerk, item #1.

Confidentiality of this affidavit remains in the seller(s) and buyer(s) and is not to be revealed outside the necessary records for Documentary Stamp Tax. This affidavit is not to be recorded.

__________________________________________
SIGNATURE OF SELLER

__________________________________________
SIGNATURE OF BUYER

_____________________________
NOTARY
DOCUMENTARY STAMP TAX REFUND CHECKLIST
OKLAHOMA TAX COMMISSION
Last revised on 04/17/07

[Do the boxes for the Oklahoma Tax Commission. The dots are things to do with the county clerks.]

A request for refund of the Documentary Stamp Tax requires:

☐ A LETTER explaining why the refund is due, and
☐ A COPY OF THE CANCELED CHECK or RECEIPT ISSUED BY THE COUNTY CLERK in payment of the Documentary Stamp Tax. If neither is available, send an AFFIDAVIT verifying the party who paid the tax. We will issue the refund to the party who bought the stamps.

☐ IN ADDITION, HANDLE THE SPECIFIC SITUATION AS BELOW:

A. PAID IN ERROR:
☐ Send the ORIGINAL DEED WITH THE STAMP in order for the stamp to be voided. After the stamp is voided and a copy made for our file, we will return the deed to the taxpayer.

B. PAID TWICE:
☐ Send a COPY of the FIRST DEED showing the Documentary Stamp Tax affixed.
☐ Send the ORIGINAL SECOND DEED so the Oklahoma Tax Commission can void that stamp.

C. FILED IN THE WRONG COUNTY:
• Take the ORIGINAL DEED to the correct county clerk along with PROOF OF PROPERTY VALUE. The county clerk will void the incorrect stamp and initial and date the voiding notation.
• Purchase the stamp from the correct county and affix to the same deed.
• File the ORIGINAL DEED with the correct county.
☐ Send a COPY OF THE DEED reflecting both stamps.

D. REFUND OF OVERPAYMENT:
• Take the ORIGINAL DEED to the county along with PROOF OF PROPERTY VALUE, so the county clerk can void the stamp.
• Purchase the correct stamp and affix to the same deed.
• Re-file the deed with the county.
☐ Send a COPY OF THE DEED reflecting both stamps.
☐ Send PROOF OF THE ACTUAL TAXABLE BASE, such as a copy of the CONTRACT or CLOSING STATEMENT.

After the refund request has been approved, it will be sent to the Credit & Refund Section. The state will issue a check and notify the county to refund its portion of the tax. The two checks will total the refund due.

Mail Request to:

OKLAHOMA TAX COMMISSION
COMPLIANCE DIVISION/28TH STREET BLDG.
PO BOX 269054
OKLAHOMA CITY, OK 73126-9054
# Appendix C

## Type of Instrument

<table>
<thead>
<tr>
<th>Deeds</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Deed</td>
<td>C-1</td>
</tr>
<tr>
<td>Joint Tenancy Warranty Deed</td>
<td>C-2</td>
</tr>
<tr>
<td>Trustee's Special Warranty Deed</td>
<td>C-3</td>
</tr>
<tr>
<td>Special Warranty Deed</td>
<td>C-6</td>
</tr>
<tr>
<td>Quit Claim Deed</td>
<td>C-7</td>
</tr>
<tr>
<td>Mineral Deed</td>
<td>C-8</td>
</tr>
<tr>
<td>Timber Deed</td>
<td>C-9</td>
</tr>
<tr>
<td>Correction Joint Tenancy Warranty Deed</td>
<td>C-10</td>
</tr>
<tr>
<td>Assignment of Mortgage/Deed of Trust</td>
<td>C-12</td>
</tr>
<tr>
<td>Sheriff's Deed</td>
<td>C-13</td>
</tr>
<tr>
<td>Report of Commissioners</td>
<td>C-14</td>
</tr>
<tr>
<td>Agreed Journal Entry</td>
<td>C-18</td>
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<tr>
<td>County Treasurer's Certificate Tax Deed</td>
<td>C-22</td>
</tr>
<tr>
<td>Resale Deed (County)</td>
<td>C-23</td>
</tr>
<tr>
<td>Resale Deed (Individual)</td>
<td>C-24</td>
</tr>
<tr>
<td>County Deed</td>
<td>C-25</td>
</tr>
<tr>
<td>Contract for Deed</td>
<td>C-26</td>
</tr>
<tr>
<td>Timber Sale Contract</td>
<td>C-28</td>
</tr>
<tr>
<td>Affidavit of Surviving Joint Tenant</td>
<td>C-30</td>
</tr>
<tr>
<td>Memorandum of Trust</td>
<td>C-32</td>
</tr>
<tr>
<td>Partnership Deed</td>
<td>C-34</td>
</tr>
<tr>
<td>Fictitious Partnership</td>
<td>C-35</td>
</tr>
<tr>
<td>Corporation Deed</td>
<td>C-36</td>
</tr>
<tr>
<td>Transfer on Death Deed</td>
<td>C-38</td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>Leases</th>
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<tbody>
<tr>
<td>Lease</td>
<td>C-40</td>
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<tr>
<td>Lease or Rental Contract</td>
<td>C-42</td>
</tr>
<tr>
<td>Assignment of Oil and Gas Lease</td>
<td>C-43</td>
</tr>
<tr>
<td>Release of Oil and Gas Lease</td>
<td>C-44</td>
</tr>
<tr>
<td>Affidavit of Non-compliance</td>
<td>C-45</td>
</tr>
<tr>
<td>Rental Division Order with Ratification</td>
<td>C-46</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liens</th>
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</thead>
<tbody>
<tr>
<td>Mechanic's Lien Statement of Claim</td>
<td>C-48</td>
</tr>
<tr>
<td>Release of Mechanics Lien</td>
<td>C-49</td>
</tr>
</tbody>
</table>
Notice of Filing Lien Statement  C-50
Statement of Judgment  C-51
Affidavit of Judgment  C-52
Release of Judgment Lien  C-53

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Real Estate Mortgage  C-56
Assignment of Real Estate Mortgage  C-57
Release of Mortgage  C-58
Release of Mortgage by Corporation  C-59
Waiver of Priority of Mortgage Lien  C-60

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Easement  C-62
Easement of Public Highway  C-63

**Miscellaneous**

Power of Attorney  C-65
Release of Landlord's Waiver  C-66
Definitions  C-67
Parts of a Deed  C-70
WARRANTY DEED
(Statutory Form — Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT ________________________________________, part __ of the first part, in consideration of
the sum of _______________________________________, dollars,
and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto ________________________________________ , part __
of the second part, the following described real property and premises situate in ______________________ County, State of Oklahoma, to-wit:

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part ________________________ of the second part ________________________, heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this __________ day of ____________________________, 19___

________________________________________________________

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____________________________, County of _____________________________, SS.

Before me, a Notary Public in and for said County and State, on this ______ day of ____________________________, 19___, personally appeared _____________________________,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____________________________ executed the same as _____________________________ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____________________________ Notary Public

C-1

C-1
WARRANTY DEED
(Joint Tenancy)

Know All Men By These Presents:

That

__________________________________________________________

__________________________________________________________

County of

State of

part of the first part, in consideration of the sum of

________________________ DOLLARS

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

__________________________________________________________

__________________________________________________________

husband and wife, as (joint tenants), and not tenants in common, with right of survivorship, the survivor to take all, parties of the

second part, the following described real property and premises, situate in _______________ County,

State of _______________, to-wit:


together with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto said parties of the second part, Their assigns, and the heirs and assigns of

the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatever nature.


Signed and delivered this ______________ day of ___________________________, 19______


STATE OF ____________________________

County, as:

Before me, the undersigned, a Notary Public in and for said County and State, on this ________________ day of

____________________________, 19______ personally appeared


to me known to be the identical person ______________, who executed the within and foregoing instrument, and acknowledged to me that

executed the same as __________________________ free and voluntary set and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

______________

Notary Public.

My Commission expires ______________, 19______
KNOW ALL MEN BY THESE PRESENTS:

That BOATMEN'S FIRST NATIONAL BANK OF OKLAHOMA, formerly known as First Interstate Bank of Oklahoma, N.A., successor in interest to The First National Bank and Trust Company of Oklahoma City, Trustee, under the Pension Trust Agreement between Oklahoma Gas and Electric Company and the Trustee dated December 2, 1952, which Trust Agreement effective January 1, 1964, was amended and restated as the Oklahoma Gas and Electric Company Employees' Retirement Plan, Party of the First Part, in consideration of the sum of One Hundred Thirty Thousand and No/100 Dollars ($130,000.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Oklahoma Gas and Electric Company, P.O. Box 321, Oklahoma City, Oklahoma 73101, Party of the Second Part, the following described real property and premises situate in Pontotoc County, Oklahoma, described on Exhibit "A" attached hereto and made a part hereof by reference, TOGETHER with all the improvements thereon and the appurtenances thereof belonging, and SUBJECT TO restrictive covenants, zoning ordinances, easements, and rights-of-way of record, and warrant title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by Party of the First Part.

TO HAVE AND TO HOLD the above-described premises unto said Party of the Second Part, its successors and assigns forever.

This instrument is executed by Boatmen's First National Bank of Oklahoma, Trustee, on condition that it shall have no liability in its individual capacity whatsoever.

Signed and delivered this 1st day of June, 1994.

[Signature]

BOATMEN'S FIRST NATIONAL BANK OF OKLAHOMA, Trustee of the Oklahoma Gas and Electric Company Employees' Retirement Plan

By: [Signature]

Vice President and Trust Officer

RETURN TO: BETTY J. CUMMINS
SOUTHWEST TITLE & TRUST COMPANY
ESCROW DEPARTMENT
133 N.W. 6th St
OKLAHOMA CITY, OKLAHOMA 73102
STATE OF OKLAHOMA } 
) ss:
COUNTY OF OKLAHOMA )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st day of June, 1994, personally appeared Phyllis Syth, Vice President and Trust Officer of Boatmen's First National Bank of Oklahoma, Trustee of the Oklahoma Gas and Electric Company Employees' Retirement Plan, 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 on behalf of Boatmen's First National Bank of Oklahoma, Trustee, only in its capacity as Trustee, and for the purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

[Notary Public Signature]

Notary Public
ALL OF LOTS NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12), IN BLOCK ONE HUNDRED TWELVE (112) OF THE ORIGINAL TOWNSITE OF ADA, OKLAHOMA.
SPECIAL WARRANTY DEED

THIS INDENTURE, Made this________day of__________________________, in the year of our Lord, one thousand nine hundred and__________________________, between

__________________________, and State of__________________________, part________of the first part, and

__________________________, and State of__________________________, part________of the second part;

WITNESSETH, That the said part________of the first part, for and in consideration of the sum of__________________________DOLLARS
to__________________________in hand paid by said part________of the second part, the receipt whereof is hereby acknowledged, do__________________________by these presents, Grant, Bargain, Sell, Demise, Release and Convey unto the said part________of the second part, and to__________________________heirs and assigns, forever, all the

following described land situated in the County of__________________________, and State of Oklahoma, and known and described as follows, to-wit:

__________________________

__________________________

__________________________

__________________________

__________________________

__________________________

__________________________

__________________________

TO HAVE AND TO HOLD THE SAME, Together with the hereditaments and appurtenances belonging or in any wise appertaining thereto, to the said part________of the second part________heirs and assigns, FOREVER. And the said

part________of the first part, for__________________________heirs, executors and administrators, do__________________________covenant

with the said part________of the second part________heirs and assigns, that__________________________not made, done, executed or suffered any act or thing whatsoever, whereby the above described land, or any part thereof, now or at any time hereafter, shall or may be impaired, charged or encumbered in any manner whatsoever; and the title to the above granted premises against all persons lawfully claiming the same from, through or under__________________________, the said part________of the first part will FOREVER WARRANT AND DEFEND.

IN TESTIMONY WHEREOF, The said part________of the first part has__________________________hereunto set__________________________hand________and seal________the day and year first above written.

Signed, Sealed and Delivered in Presence of _________________________(SEAL)

__________________________

__________________________

__________________________

__________________________

STATE OF__________________________, ss.

County of__________________________, ss.

On this__________________________day of__________________________, A. D. 19________, before me, a__________________________, within and for said County, personally appeared

__________________________

to me known to be the person________described in, and who executed the foregoing instrument, and acknowledged that__________________________executed the same as__________________________free and voluntary act and deed for the uses and purposes there- in set forth, and I hereby so certify.
QUIT CLAIM DEED
INDIVIDUAL FORM

THIS INDENTURE, Made this ______ day of ______, A. D. ______

between ___________________________________________ of the first part,

and ___________________________________________ of the second part,

Witnesseth, that said part ______ of the first part, in consideration of the sum of

______________________ DOLLARS

to ______ in hand paid, the receipt of which is hereby acknowledged, do ______ hereby quitclaim, grant, bargain,
sell and convey unto the said part ______ of the second part all ______ right, title, interest, estate, and every
claim and demand, both at law and in equity, in and to all the following described property situate in

______________________________________________ County, State of __________, to-wit:


together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said 

______________________________________________ heirs and assigns forever, so that neither, __________, the said 

nor any person in ______ name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part ______ of the first part he ______ hereto set ______ hand

the day and year first above written.

______________________________________________

STATE OF OKLAHOMA
COUNTY OF __________ SS: _

Before me, the undersigned, a Notary Public in and for said County and State on this ______ day of ______, 19____, personally appeared

_____________________.

to me known to be the identical person— who executed the within and foregoing instrument and acknowledged to me that ______ executed the same as ______ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires ____________________________

________ Notary Public.

C-7
MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That Lucien S. Kempf and Anna Rose Kempf,
husband and wife,
of Box 716, Lindsay, Oklahoma,
hereinafter called Grantee, (whether one or more) for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash

in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby
grant, bargain, sell, convey, transfer, assign and deliver unto Lucien S. Kempf, Living Trust, Lucien S. Kempf & Anna Rose Kempf,
called Grantor (whether one or more) an Unclassified.

hereinafter
Co-Trustees as set out below.

Interest in

and to and in all of the oil, gas and other minerals in and under and that may be produced from the following described lands

situated in

LeFlore County, State of Oklahoma

1/4 interest under E/2 NW/4, less that part lying West of the Poteau River, containing 65 acres more or less, AND NE/4 SW/4 and NE/4 NW/4 SW
and all that part of E/2 SW/4 NW/4 lying and being South of the Poteau River, containing 65 acres more or less, AND all that part of NW/4 NE/4
SE/4 and NW/4 SE/4 lying North of the center of the Poteau River, containing 24.8 acres more or less, all the above described lands in Section 33
Township 8 North, Range 25 East.

1/5 interest under the W/2 SW/4 of Section 23, Township 8 North, Range 25 East, containing 80 acres, more or less.

TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges,
and appurtenances thereunto in any wise pertaining to the said Grantors herein their heirs, successors, personal
representatives, administrators, executors, and assigns forever, and Grantee do hereby warrant said title to
Grantee , their heirs, executors, administrators, personal representatives, successors and assigns forever and
do hereby agree to defend all and singular the said property unto the said Grantors herein their heirs,
executors, administrators, personal representatives, successors and assigns forever and assigns against every person whomsoever claiming or to whomsoever claiming or to claim the same or any part thereof.

WITNESS OUR hands this 4th day of January, 1982.

STATE OF OKLAHOMA, County of Garvin ss: Individual Acknowledgment

Before me, the undersigned, a Notary Public in and for said County and State on this, 4th day of

January 1982, personally appeared Lucien S. Kempf and Anna Rose Kempf, husband and wife,

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me

that they executed the same as their
free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires August 1, 1983

Dale

STATE OF OKLAHOMA ss: CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State on this, 4th day of

January 1982, personally appeared

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
President and acknowledged to me that, executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires
TIMBER DEED

Know All Men By These Presents:

That I, ___________ and ___________, for and in consideration of ___________ Thousand ($__________) Dollars (__________) to us in hand paid by ___________, a Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said ___________, Company, and unto its successors and assigns, all the Merchable Timber timber

1. eight inches and larger
2. All logging operations to cease upon landowners request due to wet conditions
3. Standing, growing, lying, fallen or lying upon the following described land in ___________, County, ___________, State of ___________,

Section 11, ___________ Township ___________ Range ___________, State of ___________

4. No traffic in hay meadows
5. Repair all fences that are damaged

JUN 25 1993

___________

Deputy

State of ___________, in and for the County of ___________, on this ______ day of ___________, 1993, before the undersigned Notary Public, personally appeared ___________ and ___________, ___________, who is/are the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

___________

Notary Public

My Commission Expires: ___________
CORRECTION

JOINT TENANCY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That MONKS ENTERPRISE, INC., as/a MONKS ENTERPRISE, INC., party of the first part, in consideration of the sum of TEN DOLLARS AND NO/100 (10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto DENNIS RAY KARP and BRENDA JEAN KARP, husband and wife, of 1310 Central, Poteau, OK. 74953 as joint tenants and not as tenants in common, with the full rights of survivorship, the whole estate to vest in the survivors in event of the death of either, parties of the second part, the following described real property and premises situate in LeFlore County, State of OKLAHOMA, to wit:

SURFACE FOR SURFACE ONLY OF:

Part of the SE/4 of the NE/4 of the SW/4 and part of the SW/4 of the NW/4 of the SE/4 Section 13, Township 7 North, Range 25 East, Indian Base and Meridian, LeFlore County, Oklahoma, described as follows: Commencing at the NW Corner of the SE/4, thence South 89 degrees 53 minutes 29 seconds West along the North line of the SW/4 a distance of 333.14 feet, thence South 17 degrees 43 minutes 48 seconds East a distance of 640.59 feet, thence South 16 degrees 00 minutes 21 seconds East a distance of 80.00 feet for the POINT OF BEGINNING, thence North 89 degrees 53 minutes 16 seconds East a distance of 140.00 feet, thence South 16 degrees 00 minutes 21 seconds East a distance of 80.00 feet, thence South 89 degrees 53 minutes 26 seconds West a distance of 140 feet, thence North 16 degrees 00 minutes 21 seconds West a distance of 80.00 feet to the POINT OF BEGINNING.

RECITAL: This Warranty Deed is given for the sole and only purpose of correcting the name of the grantor, and to correct an error in the legal description of deed executed by and between same parties dated 10/27/92 and recorded 10/30/92 in Book 1074 at Page 933.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT: SUBJECT easements and rights-of-way of record, if any, and the easements described above.

SIGNED and DELIVERED this 25th day of June, 1993

[Signature]

[Seal]

MONKS ENTERPRISE, INC., a/k/a
MONKS ENTERPRISE, INC.

By: President

STATE OF OKLAHOMA, COUNTY OF LE FLORE—I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT POTEAU

BOOK 1074 JUN 25 1993 AT 2 O'CLOCK

PAGE 775

ALAN K. VICKERS, COUNTY CLERK, By: AKY

DEPUTY
Signed in duplicate this 24th day of Feb., 1992

(Witness) ____________________________
(Seller or Agent) ____________________________
(Witness) ____________________________
(Seller or Agent) ____________________________
(Witness) ____________________________
(Purchaser or Agent) ____________________________

Use 'Witness' or 'Notary' Acknowledgement

STATE OF Oklahoma
COUNTY OF [illegible]

On this 24th day of February, 1992, before me personally appeared William C. Muller to be known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in [illegible], the day and year first above written.

My Commission as Notary Public expires 7-22-95

[Stamp]

NOTARY PUBLIC

C-11
ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED FSB MORTGAGE COMPANY, INC. HEREBY SELLS,
ASSIGNS, AND TRANSFERS TO Troy and Nichols, Inc.
ITS SUCCESSORS, AND ASSIGNS ALL ITS RIGHTS, TITLE, AND INTEREST IN
AND TO CERTAIN MORTGAGE/DEED OF TRUST EXECUTED BY

Randel T. Hall and Cavila J. Hall, Husband and Wife

TO FSB MORTGAGE COMPANY, INC., AND BEARING DATE THE ___ DAY OF
June_____. 1994, AND RECORDED IN THE OFFICE OF THE RECORDER OF
LeFlore COUNTY, STATE OF Oklahoma, BOOK 1119 AT PAGE
337 ON 2nd DAY OF June_____. 1994. SIGNED

LEGAL:

FSB MORTGAGE COMPANY, INC.
A TENNESSEE CORPORATION

BY:

See Reverse

Stephen A. Echols, Vice President

STATE OF ARKANSAS, COUNTY OF SEBASTIAN

ON THIS ___ DAY OF June_____. 1994, BEFORE ME,
THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SEBASTIAN COUNTY,
PERSONALLY APPEARED STEPHEN A. ECHOLS
TO ME PERSONALLY KNOWN, WHO BEING DULY SWEARING, DID SAY THAT

HE IS THE VICE PRESIDENT

OF FSB MORTGAGE COMPANY, INC. AND THAT SAID INSTRUMENT WAS SIGNED
ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF
DIRECTORS, AND THE SAID FSB MORTGAGE COMPANY, INC. ACKNOWLEDGES
THAT EXECUTION OF SAID INSTRUMENT TO BE A VOLUNTARY ACT AND DEED OF
SAID CORPORATION BY IT VOLUNTARILY DONE AND EXECUTED. WITNESS MY
HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

My Commission Expires: 1/18/2003

Helen Smith

C-12
WHEREAS, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ADA, OKLAHOMA, did at the non-jury term of the District Court of Pontotoc County, State of Oklahoma, on the 23rd day of April, 1991, in an action in said Court, wherein HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ADA, OKLAHOMA, was Plaintiff, and JAY DELL THYS and AUDRIA R. THYS were Defendants, same being cause No. C-91-537, recover a Judgment against said Defendants for the sum of Fourteen Thousand One Hundred Twenty-One Dollars and Thirty-Four Cents ($14,121.34) for the property described herein, plus Judgment for attorney's fees and costs of suit, executed and accruing, upon which an Execution and Order of Sale with Appraisement was issued, dated the 30th day of June, 1993, directed to the Sheriff of Pontotoc County, Oklahoma, to execute by virtue of which the said Sheriff levied upon the premises hereinafter described, and the time and place of sale thereof having been duly advertised according to law, the same was struck off and sold to KAY PENNINGTON, 119 West 17th Street, Ada, Oklahoma 74820, she being the highest and best bidder therefor, and later said sale was duly confirmed by the District Court of Pontotoc County and Deed ordered to issue.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, JEFFERY S. GLASE, Sheriff of Pontotoc County, State of Oklahoma, in consideration of the premises, do hereby convey to the said KAY PENNINGTON, her successors and assigns, the following described real property:

All of Lots 13 and 14, in Block 133, Original Townsite of Ada, Pontotoc County, Oklahoma.

TO HAVE AND TO HOLD the same with all the appurtenances thereof belonging unto the said KAY PENNINGTON, her successors and assigns, forever.

WITNESS my hand and seal this the 11th day of June, 1994.

JEFFERY S. GLASE, Sheriff of Pontotoc County, Oklahoma

STATE OF OKLAHOMA

COUNTY OF PONTOTOC

BE IT REMEMBERED that on the 11th day of June, 1994, before me, a Notary Public, personally appeared JEFFERY S. GLASE, Sheriff of Pontotoc County, Oklahoma, well known to me to be the same person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as Sheriff of Pontotoc County, Oklahoma, and 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 in said County the day and year last above written.

Notary Public

[Seal]

Lynn Lofton, County Clerk
Deputy

[Seal]
State of Oklahoma, ex rel. Department of Transportation, Plaintiff,

vs.

David Bruce Carr and Cherry J. Carr, husband and wife; First National Bank of Tuttle; and the McClain County Treasurer, Defendants.

Case No. C-93-126

REPORT OF COMMISSIONERS

COMES NOW the undersigned Commissioners appointed by the Judge of this Court to inspect the real property herinafter described and to consider the injury or damages which the said defendants as above named as the owners thereof have sustained and may sustain by reason of the taking of said property. Said taking is in fee simple, unless specified otherwise in the legal description(s) attached hereto in which case the quality of title or interest to be acquired herein shall be as stated in such legal description(s), including airspace but excluding mineral interests and including the right to use and remove any and all roadbuilding materials.

The appropriation is for public purposes by the Department of Transportation of the State of Oklahoma. We, the undersigned, respectfully submit the following Report, to-wit:

The undersigned Commissioners were and are disinterested freeholders of McClain County, Oklahoma. We are not interested in any like question. On the 31st day of June, 1993, said Commissioners took the oath prescribed by law, and
proceeded to inspect the real property described on Exhibit "A", attached hereto and made a part hereof.

We further report that it is necessary for the plaintiff, Department of Transportation, to acquire said property. It is necessary to include airspace but exclude mineral interests. It is also necessary to include the right to use and remove any and all roadbuilding materials. Said necessity is for public purposes of a State Transportation System and facilities necessary and incidental thereto. Title to said described property must be taken by said plaintiff for said purposes.

We further report that we have considered and determined the just compensation to which the defendants, as the owners of the property described, are entitled by reason of the taking of said property by the Department of Transportation of the State of Oklahoma. We have considered the value of the land or rights or interest therein taken excluding any mineral interest other than as is set forth in the Petition. We do hereby assess the just compensation due said owners by reason of such taking of the described premises and in accordance with the Instructions to Commissioners, we find:

Before Value of entire property ______________________

LESS

After Value of remaining property ______________________

ESTIMATE OF JUST COMPENSATION $15,575.00

please return to

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E 23rd Street
Oklahoma City, Oklahoma 73105

STATE OF OKLAHOMA

[Signature]

No. 046614

C-15
IN WITNESS WHEREOF, we have hereunto set our hands on this
21st day of January, 1993.

COMMISSIONERS:

[Signatures]

Please return to
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

I HEREBY CERTIFY THAT THE FOREGOING IS
TRUE, CORRECT, AND COMPLETE COPY OF THE
INSTRUMENT RECEIVED FROM THE APPEAR
ON RECORD IN THE COUNTRY CLERK'S OFFICE OF
MACLAI COUNTY, OKLAHOMA, this 21st day of January, 1993.

[Signature]
DEPUTY
A strip, piece or parcel of land lying in Lots 2, 3 and 4 Block 1, Carr Acres to the City of Newcastle in McClain County, Oklahoma. Said parcel of land being described as follows:

The East 15.00 feet of said Lots 2, 3 and 4, Block 1.

Containing 0.09 acres, more or less.

Also: A temporary easement for the purpose of construction to remove improvements purchased by the state on the following described tract:

A strip, piece or parcel of land lying in Lot 4 Block 1, Carr Acres to the City of Newcastle in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the permanent West right-of-way line of U.S. Highway No. 62 intersects the North line of said Lot 4 a distance of 15.00 feet West of the NE corner of said Lot 4, thence S 00°12'20" E along said right-of-way line a distance of 22.51 feet, thence S 89°47'40" W a distance of 15.00 feet, thence N 00°12'20" W a distance of 22.51 feet to a point on the North line of said Lot 4, thence East along said North line a distance of 15.00 feet to point of beginning.

Containing 0.01 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This temporary easement will automatically expire at the completion of construction upon this highway project.

STATE OF OKLAHOMA
McCLAIN COUNTY

Filed for record on this 15th day of July, A.D. 19__
by FLOYD COOK, M., Recorded in Book 1333, Page 107
Phyllis Bennett, County Clerk
By Return of CLOD THOMAS

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 2nd Street
Oklahoma City, Oklahoma 73105

Exhibit A
STATE OF OKLAHOMA, ex rel.
Department of Transportation,
Plaintiff,

vs.

DELANE KEEF and BETTY KEEF, husband and wife; HESS OIL COMPANY OF
OKLAHOMA, INC.; and the
McCLAIN COUNTY TREASURER,
Defendants.

Case No. C-93-119

This action came on for hearing before the Honorable J. Kenneth
Love, Judge of the District Court, and the issues having been considered.

The Court finding that the parties have in open Court stipulated and
agreed that the Defendants' recovery of just compensation should be fixed
in the amount of Thirty-five Thousand Eight Hundred Seventy-five and
no/100 Dollars ($35,875.00). The Court further finds that the Plaintiff
has not previously deposited with the Clerk of this Court any sum to the
credit of Defendants, since no Report of Commissioners has been filed at
this time. Further, the Court finds and orders that any disbursement(s) to
be made to any Defendant herein pursuant to this final order shall be made
only upon proper application of said Defendant, and any such application
which fails to include a disbursement to the Defendant County Treasurer
for the payment of all applicable taxes accrued prior to this taking shall

STATE BUSINESS
NO FEE

046635
be made only upon proof that all such taxes have been paid, or upon express written approval of counsel for the County Treasurer.

Service of process has been perfected as provided by law on all Defendants having compensable interest in the property, and on Defendants having lien and/or mortgage claims or claims of title against the property. Defendants, having not plead or answered herein, have, therefore, defaulted and waived their right to contest the taking herein or to object to the ultimate award of compensation to be paid to the defendants for the acquisition of the property.

IT IS FURTHER ADJUDGED that Plaintiff's acquisition of the property described on the attachment hereto, in fee simple unless stated otherwise on the attachments, excluding minerals other than the right to remove and use any and all roadbuilding materials, together with all other relief prayed for by Plaintiff in its petition, is hereby granted, approved, and confirmed.

This judgment has been approved by all parties, having answered or plead, and the party submitting it to the Court shall mail a file-stamped copy of the judgment to all parties.

J. KENNETH LOVE
DISTRICT JUDGE

JUDGE OF THE DISTRICT COURT


This 9-28-93.

STATE BUSINESS
NO FEE
Approved:

(Cyndi Campbell)

Cyndi Campbell, OBA #14688
Williams, Box, Forshee, Synar & Bullard
522 Colcord Drive
Oklahoma City, OK 73102-2202
(405) 232-0080

ATTORNEY FOR PLAINTIFF

(James R. Brandon)

James R. Brandon
Box 1296
Newcastle, OK 73066
(405) 387-9875

ATTORNEY FOR DEFENDANT
DELANE KEEF and BETTY KEEF

(Charles H. Pankey)

Charles H. Pankey, OBA #6880
903 N. W. 13th Street
Oklahoma City, OK 73106
(405) 232-3339

ATTORNEY FOR DEFENDANT
W.R. HESS, formerly Hess Oil Company
of Oklahoma, Inc.

Please return to
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73106

STATE BUSINESS
NO FEE

046635
A strip, piece or parcel of land lying in Lots 1 and 2 Block 2, 
Original Townsite of West Newcastle in McClain County, Oklahoma. 
Said parcel of land being described as follows: 

All of the West 5.00 feet of said Lots 1 and 2, Block 2. 

Containing 0.01 acres, more or less. 

Also: A utility easement for the purpose of constructing and 
building utility facilities on the following described tract: 

A strip, piece or parcel of land lying in Lots 1 and 2, Block 2, 
Original Townsite of West Newcastle in McClain County, Oklahoma. 
Said parcel of land being described as follows: 

All of the East 5.00 feet of the West 10.00 feet of said Lots 1 and 
2, Block 2. 

Containing 0.01 acres, more or less.
COUNTY TREASURER'S CERTIFICATE TAX DEED

WHEREAS, ____________________________________________, on the ______ day of __________, 20______, produced to the undersigned ______________________________________, Treasurer of the County of __________________________ in the State of Oklahoma, a certificate of purchase in writing bearing the date of the __________________________ day of __________________________, signed by ______________________________________, who at the last mentioned date was the Treasurer of said County, from which it appears that ______________________________________ did on the __________________________ day of __________________________, purchase at public sale, at the office of the County Treasurer in the courthouse in said County, the tract, parcel or lot of land lastly in this indenture described, and which tract, parcel or lot was sold to ______________________________________ for the sum of __________________________, being the amount due on the following tract or lot of land, returning delinquent for nonpayment of taxes, costs and charges for the year __________________________, to-wit:

__________________________________________ for the sum of $ __________________________

__________________________________________ for the sum of $ __________________________

And it appearing that the said ______________________________________ is the legal owner of said certificate of purchase, and the time fixed by law for redemption having now expired and the said ______________________________________ having paid and tendering in full payment of the purchase price thereon for taxes, costs, and charges, as above specified, and that the said last mentioned tract, parcel or lot of land were legally assessed and properly charged on the property records of the County of _________________, and that said lands had been duly advertised for sale for said taxes and other charges, and that said lands were sold at public sale at the office of the County Treasurer in the courthouse in said County, by __________________________, the Treasurer of Said County, of the first part, and the said ______________________________________ of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the premises and the sum of one dollar in hand paid, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, ______________________________________ heirs and assigns forever, the tract or parcel of land mentioned in said certificate and described as follows, to-wit:

__________________________________________________________________________________________________________________________________________

To have and to hold said mentioned tract or parcel of land with appurtenances thereunto belonging, to the said party of the second part, ______________________________________ heirs and assigns forever, in as full and ample manner as the said treasurer of said county is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said ______________________________________, Treasurer of said County of __________________________, has hereunto set the Treasurer's hand and seal on the day and year aforesaid.

ATTEST: ________________________________________        Treasurer ________________________________________ County,

__________________________________________________________________________________________________________

State of Oklahoma
COUNTY TREASURER'S
RESALE DEED
(COUNTY)

WHEREAS, _______________________, County Treasurer of _______________________,
County, State of Oklahoma, on the ______________ day of _______________________, 19 ____,
sold separately and singly, in the manner provided by law, at tax resale and _______________________,
County Treasurer of said County bid in for the County the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law
prerequisite to the vesting of authority in said County Treasurer to execute this resale deed have been
followed, given, complied with and performed, and

WHEREAS, the said _______________________, County Treasurer, is now by law vested
with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture, made this ______________ day of _______________________,
19 ____, between the State of Oklahoma, by _______________________, the Treasurer of
County, of the first part, and
Chairman of the Board of County Commissioners of said County, of the second part, witnesseth, that
the said party of the first part for and in consideration of the premises and the cancellation of all the
taxes, penalties, interest and costs heretofore levied and assessed against the real estate hereinafter
described, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey
to the said party of the second part, his successors and assigns, forever, the following separately
described tracts, parcels, or lots of land so said separately and singly for the amount of taxes, interest,
penalties and costs cancelled in the total sum set opposite each, all of said tracts, parcels, or lots of land
being located in _______________________, County, Oklahoma, to-wit:

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<th>DESCRIPTION</th>
<th>SUBDIVISION</th>
<th>Amount (Cancelled on each)</th>
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TO have and to hold said tracts and parcels of land with the appurtenances thereto belonging
to said party of the second part, his successors and assigns, forever, in as full and ample manner as the
said Treasurer of said County is empowered by law to sell the same.

In testimony whereof, the _______________________, Treasurer of said county of
_____________________, State of Oklahoma, has hereunto set his hand and seal the day and
year aforesaid.

STATE OF OKLAHOMA

ATTEST: _______________________, (SEAL) County Treasurer

C-23
COUNTY TREASURER'S
RESALE DEED
(Individual)

WHEREAS, ___________________ , County Treasurer of ___________________,
County, State of Oklahoma, on the ____________ day of _________________ 19___,
sold separately and singly, in the manner provided by law, at tax resale and
bid in for ____________________________ , the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law pre-requisite
to the vesting of authority in said County Treasurer to execute this resale deed have been followed, given,
complied with and performed, and

WHEREAS, the said _________________________ , County Treasurer, is now by law vested
with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture, made this ________________ day of _________________ 19_____, between the State of Oklahoma, by ____________________________ , the Treasurer
of ________________________ County, of the first part, and ________________________
of the second part, witnesseth, that the said party of the first part for and in consideration of the premises
and the total sum paid, to wit:

___________________________________________________________________________ Dollars ($______)

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said
party of the second part, his (or her) heirs, executors, administrators and assigns, forever, the following sepa-
rately described tracts, parcels, or lots of land so sold separately and singly for the amount bid in the total
sum set opposite each, all of said tracts, parcels, or lots of land being located in

County, Oklahoma, to-wit:

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<th>DESCRIPTION</th>
<th>SUBDIVISION:</th>
<th>Amount</th>
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TOTAL

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to
said party of the second part, his (or her) heirs, executors, administrators and assigns, forever, in as full and
ample manner as the said Treasurer of said County is empowered by law to sell the same.

In testimony whereof, the ________________________, Treasurer of said County of

___________________________________________________________________________ , State of Oklahoma, has hereunto set his hand and seal the day and
year aforesaid.

ATTEST:
(SEAL)

By ________________________,
County Treasurer

STATE OF OKLAHOMA
COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties and costs in full compliance with and by operation of the assessment, levy, sale and resale laws of the State of Oklahoma; and

WHEREAS, did on the day of 19____, make to the County Treasurer of said County and offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

WHEREAS, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the newspaper, published at Oklahoma, which notice embraced a description of the property, the amount bid therefor and the date of the sale; and

WHEREAS, the County Treasurer, at his office in the Court House in County, Oklahoma, on the day of 19____, the same being the date stated in the foregoing notice, did ascertain that the hereinafter described tract, parcel, or lot of land was about to be sold and was sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day above mentioned, ascertained officially that had offered the highest competitive bid, and did declare the same to be the highest bid made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale.

THEREAFTER, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said County, Oklahoma, on the day of 19____, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charge accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its chairman to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this day of 19____, between County, State of Oklahoma, by the Chairman of the Board of County Commissioners of said County, of the First Part, and the said of the Second Part,

WITNESSETH, That the said Party of the First Part for and in consideration of the premises and the sum of DOLLARS, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to wit:

In the County of , State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs, and assigns forever, in as full and complete manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said , Chairman of the Board of County Commissioners of said , has heretofore set his hand on the day and year aforesaid.

Chairman, Board of County Commissioners

(Seal)

of County, State of Oklahoma.
CONTRACT FOR DEED

THIS CONTRACT, made and entered into this _____ day of ____________, 19____, by and between ___________________________ Party of the First Part, and ___________________________ Party of the Second Part.

1. The undersigned first party hereby agrees to sell and the undersigned second party hereby agrees to buy for the total price of Dollars ($ _________ ), the following described real estate located in the County of _________________, State of _________________, to-wit:

2. The second party shall pay the purchase price to the first party as follows:

   Dollars ($ _______________ ) on the _____ day of ____________________________, 19____, and the second party shall be entitled to use and occupy the same so long as he shall keep and discharge the covenants herein and pay the installments as the same become due.

3. The first party shall deliver possession of the said premises to the second party on or before the _____ day of ____________________________, 19____, and the second party shall be entitled to use and occupy the same so long as he shall keep and discharge the covenants herein and pay the installments as the same become due.

4. The second party shall not commit, or permit waste upon the said premises and shall be personally responsible to the first party for such waste as shall occur.

5. The second party shall keep all buildings and improvements of every kind and nature in good repair at his own cost and expense, free of any obligations on behalf of the first party and shall not permit any liens or encumbrances on the said premises.

6. The second party shall keep all buildings on the said premises insured for their full replacement value for the benefit of the first party at the second party's own cost and expense and shall deliver said insurance policies into the possession of the first party.

7. The second party shall pay all taxes and special assessments of every kind and nature becoming due after this date.

8. The second party shall not lease or sublet or surrender the occupancy of the said premises to any other person, firm or corporation without the written consent of the first party.

9. The second party shall not build or erect any improvements on the said premises without the written consent of the first party.

10. Upon the payment of all the purchase price herein set forth, together with all interest and other moneys due by virtue of this contract, first party agrees to make, execute and deliver to the second party, a good and sufficient warranty deed, conveying the said premises to the second party and shall deliver to the second party an abstract of title, showing good and merchantable title in the first party, except for such liens and encumbrances, taxes or other charges as the second party shall have allowed to accumulate or shall have placed thereon since the date of this contract.

11. The second party shall not sell or assign this contract of any of the rights or obligations hereunder without the consent in writing of the first party.

12. Any failure on the part of the second party to faithfully keep and perform all of the above covenants and agreements or to make any payments in the time and manner above specified, shall terminate the obligations of the first party hereunder, and said first party shall retain all payments theretofore made as agreed rental and liquidated damages and shall have and recover immediate possession of the said premises and the second party agrees that he will thereupon deliver the same.

13. This contract shall be binding upon the heirs, administrators, executors and assigns of both of the parties hereto, subject to the conditions herein.

14. No waiver by the first party of any breach committed by the second party shall have the effect of waiving any subsequent breach committed by the second party and the first party shall be entitled to rescind any and all waivers upon subsequent breach of the terms hereof.

WITNESS our hands, this the _______ day of ____________, 19____.

(Party of the First Part) ___________________________ (Party of the Second Part) ___________________________

STATE OF _________________
County of _________________

Before me, the undersigned, a Notary Public, in and for said County and State, on this _______ day of ____________, 19____, personally appeared ___________________________, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ___________________________ executed the same free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year first above written.

My commission expires _________________

Notary Public

C-26
CONTRACT FOR SALE OF REAL ESTATE

(Revised)

AGREEMENT made the ______ day of ______, 19____ between

_________________________________________________________ the Seller(s)

and _______________________________________________________________________________ the Buyer(s)

It is agreed that in consideration of the conditions hereinafter set forth, the Seller sells and agrees to convey to Buyer by good and sufficient warranty deed, the following described real estate, situated in ________________________________________________________________________ to wit:

for the sum of ___________________________________________________________ DOLLARS

of which amount the Buyer has paid ___________________________________________ DOLLARS

the receipt of which is hereby acknowledged, the same being part payment of the purchase money, and which is deposited with ______________________________________ as Escrow Agent of the parties hereto, in the event of default being made or neglect by said Buyer to make complete any payment as herein stipulated, then in that event all money so paid by Buyer shall be retained by the Seller as liquidated damages, and the Buyer hereby waives all claim to said sum so paid, the balance of the purchase money to be paid as follows:

The Seller shall within ______ days from the date hereof deliver to the Buyer an abstract of title certified to date showing merchantable title in the Seller, any objections to the title arising out of this contract shall be delivered in writing to the Seller within ______ days from the delivery of the abstract, and every objection not so delivered shall be deemed to be waived, and subject to objections so delivered the title shall be considered accepted, time being of the essence of the contract. Provided, that the Seller shall have ______ days after the written objections are delivered to perfect such title. In the event the Seller shall fail to perfect title in said time this agreement shall be of no force and effect, and thereupon all monies paid by the Buyer hereunder shall be returned to the Buyer and said abstract of title returned to the Seller. Upon approving or perfecting of title as aforesaid Seller shall deliver to Buyer a good and sufficient Warranty Deed conveying said property free from liens or encumbrances except as hereinabove set forth.

Seller is to pay all ad valorem taxes and installments of special assessments due or delinquent against said property due at delivery of deed, rents, insurance and interest to be prorated to the date of transfer. Seller to give Buyer possession of said property and premises on or before ______. In addition, ________ 19____. Taxes for current year to be prorated between the parties.

Unpaid special assessments to be paid by ___________________________________________

This contract, deed, part payment of the purchase money, and other instruments as herein set out are to be held in escrow by the designated Escrow Agent to be delivered to the respective parties hereto upon the compliance with all of the conditions as herein set out.

This contract shall be binding upon the heirs, administrators, executors and assigns of the parties hereto.

Witness our signatures the day and year first above written.

WITNESSES: ___________________________ ___________________________ ___________________________

Seller Buyer

ESCROW ACCEPTED: ___________________________ ___________________________ __________________________

Escrow Agent

C-27
TIMBER SALE CONTRACT

Weyerhaeuser Co. (I or WE) (Name of Purchaser)

Wright City, OK (Post Office)

agrees to purchase from Randy McCarty of 160 Horseshoe Tract

(Roller’s Name or Names) (Post Office)

Alcedo, TX 76008 (State)

timber specified below.

WITNESSETH:

Article I. The seller hereby agrees to sell to the purchaser, subject to terms listed below, all the timber specified below, on a certain tract owned by the seller, located in [PL SW Sec 16] (Legal Description)

TWP. _______ IN Range 25E ______, County of LeFlore ______, State of Oklahoma ______, located on 80 ______ Acres, more or less.

Article II. The purchaser agrees:

To pay $16,000.00 for all pine timber not marked with blue paint at base of tree. Payment to be $13,600 to Randy McCarty and $2,400 to Connie Mullin.

STATE OF OKLAHOMA, COUNTY OF LE FLORE—I HEREBY CERTIFY

THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT POST

BOOK 1055 FEB 26 1992 AT 12:30 O’CLOCK

PAGE 522

ALAN K. VICKERS, COUNTY CLERK, BY OK DEP

(State amount and time of payments, whether by M. Log Scale, lump sum, etc. Specify tree species, stump height, diameter, number, etc.)

ARTICLE III. The purchaser further agrees to cut and remove said timber in strict accordance with the following conditions:

1. To waive all claim to the above described trees unless they are cut and removed on or before (1 March, 1994) Date.

2. To do all in his power to prevent and suppress forest fires on or threatening the sale area.

C-28
3. To protect from unnecessary injury young growth and other trees not designated for cutting.

4. To repair damage caused by logging to fences, bridges, roads, trails, or other improvements damaged beyond ordinary wear and tear.

5. To allow the owner to cut and remove any portion of a tree left on the ground by the purchaser after he has removed his products.

6. All logging activities will be in accordance with Oklahoma Best Management Practices (BMP’S)

7. To notify Forester prior to entry and prior to exit from tract to facilitate any waterbar work, which may be necessary.

8. To provide all liability and/or workers' compensation insurance necessary for his logging activities.

ARTICLE IV. The seller agrees to the following conditions:

1. To guarantee title to the forest products covered by this agreement and to defend it against all claims at his expense.

2. To grant or secure necessary entry and right-of-way to the purchaser and his employees on and across the area covered by this agreement, and also other privileges usually extended to purchasers.

ARTICLE V. It is mutually understood and agreed by and between the parties hereto as follows:

1. All timber included in this agreement shall remain the property of the seller, and shall not be removed until paid for in full.

2. In case of dispute over the terms of this contract, we agree to accept the decision of an arbitration board of three selected persons as final. Each of the contracting parties will select one person and the third will be the State Forester or his chosen representative.
AFFIDAVIT OF SURVIVING JOINT TENANT

State of Oklahoma) ss:
COUNTY OF __________

On the _____ day of __________, 20_____, I ______________ of lawful age, being duly sworn, state as follows:

On the _____ day of __________, ______, property was conveyed to ______________ and ______________ as (Check one)

_____ joint tenants, and not as tenants in common, with
right of survivorship;
_____ a life tenancy held by ______________ and
_____________ as surviving life tenant or
remainderman;

the following described real property situated in _________ County,
Oklahoma, to wit: (Provide legal description)

which deed was recorded in the records of the County Clerk of __________
_________ County, Oklahoma, in Book __________, Page __________.

A certified copy of the death certificate of ________________,
deceased, issued by the Department of Health for the State of __________,
showing that the deceased joint/life tenant/remainderman died on the _____
day of __________, ________, is attached to this affidavit.

Affiant further states that _______________ is the surviving
joint tenant/remainderman in the described property, and that the decedent
is one and the same person as the joint tenant/remainderman named in the deed
recorded as described above.

Affiant additionally states: (Check one)

_____ That on the date of the deceased joint tenant's death
the decedent and ______________, the remaining
joint tenant, were married to each other and that
affiant is the surviving spouse;

_____ That, if the decedent and surviving joint tenant/
surviving life tenant, or remainderman were not
husband and wife, a waiver or release issued by
the Oklahoma Tax Commission of the estate tax lien,
unless released by operation of law, is attached
to this affidavit.
If this Affidavit is signed and acknowledged by the personal representative or duly appointed attorney in fact of the surviving joint tenant, certified copies of the letters of administration, letters testamentary, letters of guardianship or power of attorney for the affiant must be attached.

______________________________

AFFIANT

Subscribed and sworn before me this _______ day of _________, _______

______________________________

NOTARY PUBLIC

(SEAL)
My commission expires:

______________________________

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
COUNTY OF ______ )

SS:

______________________________

Before me, __________________ in and for said County and State, on this _______ day of _________, ________, personally appeared ________________ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _________ executed the same as _________ free and voluntary act and deed for the uses and purposes therein set forth.

______________________________

NOTARY PUBLIC

(SEAL)
My Commission Expires:

______________________________

NOTE: (Notary should complete BOTH SUBSCRIPTION OF AFFIDAVIT AND ACKNOWLEDGMENT.)
58 O.S. SUPP. 1984 § 912

F:/Staff/Forms/AOCFORM.20
Revised 9/03/92
THE RUTH M. PEERY FAMILY TRUST

State of Oklahoma
County of Payne

THE UNDERSIGNED, being duly sworn, depose and certify:
1. That RUTH M. PEERY, as Settlor and Trustee, executed a Declaration of Trust dated March 15, 1993. Said Declaration of Trust is entitled "THE RUTH M. PEERY FAMILY TRUST".
2. That the current beneficiary under the terms of said Declaration of Trust is the Settlor.
3. That the power and authority of the Trustee with respect to the Trust property include, by way of illustration, the following:
   A. To sell, exchange, convey, refinance, lease, repair, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property which the Trustees choose to receive.
   B. To open bank accounts, to borrow money with or without security, to receive all dividends, interest and other income, and to compromise and settle claims. Any banking institution that establishes accounts in the name of the Trust is advised that there is nothing in the Declaration of Trust that requires any banking institution to exercise any discretion other than required in normal banking procedures. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustee, shall be subject to withdrawal, and all checks, drafts and other obligations of the trust.
MEMORANDUM OF TRUST

shall be honored by said depositories upon the signature of Trustee.

C. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares in investment trusts, investment companies, mutual funds and mortgage participation.

D. To maintain and operate brokerage accounts with brokers.

E. To carry insurance, including life insurance on any person, at the expense of the trust of such kinds and in such amounts as the trustee deems advisable to protect the trust estate against any damage or loss and to protect the trustee against liability with respect to third parties. The insuring companies have no responsibilities other than to pay the claims and proceeds of the policies and are not required to examine the Declaration of Trust at any time.

F. To designate successor trustees.

4. The enumeration of certain powers of the Trustee shall not be interpreted as a limitation of any right of the Trustee not so enumerated, the Trustee being vested with and having all rights, duties, powers and privileges which an absolute owner of the same property would have.

RUTH M. PEERY, Settlor and Trustee
PARTNERSHIP DEED

THIS INDENTURE is made this 1st day of March, 1991, by and between THE ROY REED TRUSTS PARTNERSHIP, Grantor, and Donald W. Wise and Connie J. Wise, husband and wife as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in event of the death of either, Grantees, whose address is 2103 North Broadway, Poteau, Oklahoma 74953.

WITNESSETH:

In consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does, by these presents grant, bargain, sell and convey to Grantees, their heirs and assigns, the following described real estate situated in the County of LeFlore, State of Oklahoma, to-wit:

SURFACE AND SURFACE ONLY:

Lot 1, Block 2, Shadow Mountain Subdivision to the City of Poteau, Oklahoma, same being platted from part of the NW/4 NE/4, Section 14, Township 7 North, Range 25 East, subject to restrictive covenants of record.

This conveyance is made without warranty, express or implied, but there is, however, conveyed unto Grantees all of the right, title and interest of Grantor in and to any and all warranties and covenants of or concerning title heretofore made by any other person or other legal entity with respect to above described real estate, and Grantees shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD THE SAME unto Grantees, as such joint tenants, and to the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name on the day and year first above written.

THE ROY REED TRUSTS PARTNERSHIP

See Exhibit "A" attached hereto for Partnership signatures.
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are associated as Partners in the business of acquiring by purchase, lease, or otherwise and improving and developing real property; to erect dwellings, apartment houses, and other buildings, private or public, of all kinds, and to sell or rent the same; to log out, grade, pave, and dedicate roads, streets, avenues, highways, alleys, courts, walks, parks and playgrounds; to buy, sell, mortgage, exchange, lease, let, hold for investment or otherwise, etc., and operate real estate of all kinds, improved or unimproved, and any rights or interest therein; under the partnership name of M & W; and that said Partnership is a partnership dating from the 1st day of October, 1985, and that all the Partners and their residences are herein set out as follows:

NAME

OKLAHOMA STATE DEVELOPMENT, INC.

ADRESS

124 S. Main St.
Perkins, Oklahoma 74059

CIMARRON VALLEY DEVELOPMENT CORPORATION

103 North Dewey Ave
Chandler, Oklahoma 74824

and that there are no other Partners belonging to said Partnership.

DATED this 10th day of September, 1986.

M & W, A Partnership

By:

OKLAHOMA STATE DEVELOPMENT, INC.
Substituting Partner

By: Marland E. Wells, President

Secretary

COUNTY CLERK
PAKE COUNTY, OKLA.

SEAL

C-35
CORPORATION DEED

KNOW ALL MEN BY THESE PRESENTS: That Superior Federal Bank, FSB (herein designated as the Party of the First Part), a corporation organized under the laws of the State of Arkansas, with its principal place of business at 5000 Rogers Avenue, Ft. Smith, in said State, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations, to it in hand paid by Secretary of Veterans Affairs, an Officer of the United States (herein designated as Party of the Second Part), receipt whereof is hereby acknowledged, Superior Federal Bank, FSB has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the said Party of the Second Part and unto his, her, their or its heirs, successors and/or assigns forever, the following lands and real estate situated in the County of LeFlore and State of Oklahoma, to-wit:

That part of the SW1/4 of the NE1/4 of the SW1/4 of Section 20, Township 8 North, Range 27 East, more particularly described as follows: Beginning at the SW corner of the SW1/4 NE1/4 SW1/4; thence North 00 degrees 06' 22" East a distance of 309.51 feet; thence North 87 degrees 29' 17" East a distance of 170.44 feet; thence South 02 degrees 15' 12" East a distance of 396.37 feet; thence South 89 degrees 43' 13" West a distance 186.50 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, Secretary of Veterans Affairs, an Officer of the United States, and unto his, her, their or its heirs, successors and/or assigns forever, with all the privileges and appurtenances thereto belonging.

And the said Party of the First Part hereby covenants with the said Party of the Second Part, his, her, their or its heirs, successors and/or assigns, that it is lawfully seized in fee of the aforesaid premises; that they are free from all encumbrances; that it has a good right to sell and convey the same to the said Party of the Second Part as aforesaid, and that it will forever warrant and defend the title to the said real estate against all lawful claims and demands whatsoever.

IN TESTIMONY WHEREOF, the said Party of the First Part has, by order of its Board of Directors, hereunto caused these presents to be signed by George Neihouse, its Vice President, and attested by Mary R. Tatum, its Assistant Secretary, and caused its corporate seal to be hereunto affixed this 6th day of March, 1991.

[Signature]
George Neihouse, Vice President

[Signature]
Mary R. Tatum, Assistant Secretary

SUPEOR FEDERAL BANK, FSB

I certify that under penalty of false swearing that at least the legally correct amount of Documentary Stamps has been placed on this instrument.

STATE OF OKLAHOMA, COUNTY OF LEFLORE: I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT FORT SMITH.

[Signature]
Laurie Mitchell

SUPERIOR FEDERAL BANK, FSB as Agent for Secretary of Veterans Affairs

MAR 7 1991 ALT.

C-36
CERTIFICATE OF ACKNOWLEDGMENT

State of Arkansas
County of Sebastian

On this 6th day of March, 1991, before me Laurie Anne Mitchell a Notary Public, duly commissioned, qualified and acting for said County and State, appeared in person the within-named George Neihouse and Mary R. Tatum, to me personally well known, who stated that they were to Vice President and Assistant Secretary of the Superior Federal Bank, FSB, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument of and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of March, 1991.

[Signature]
Notary Public

My Commission Expires: 04-18-94

This instrument prepared by:

Laurie Mitchell
Superior Federal Bank, FSB
P.O. Box 17012
Ft Smith AR 72917-7012
TRANSFER-ON-DEATH DEED

______________________________ (name of owner) being of competent mind and having the legal capacity to execute this document, as owner transfers on death to
 ________________________________ (name of beneficiary) as grantee beneficiary, the following described interest in real estate:

THIS TRANSFER-ON-DEATH DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE OWNER. IT REVOKES ALL PRIOR BENEFICIARY DESIGNATIONS BY THIS OWNER FOR THIS INTEREST IN REAL ESTATE. THE GRANTOR HAS THE RIGHT TO WITHDRAW OR RESCIND THIS DEED AT ANY TIME. ANY BENEFICIARY NAMED IN THIS DEED IS HEREBY ADVISED THAT THIS DEED MAY BE WITHDRAWN OR RESCINDED WHETHER OR NOT MONEY OR ANY OTHER CONSIDERATION WAS PAID OR GIVEN.

The State of Oklahoma
COUNTY OF ________________

Before me, on this day personally appeared ________________________________,

and ________________________________, the owner of the land described in this deed, and witnesses, respectively, whose names are subscribed below in their respective capacities, and the owner of the land declared to me and to the witnesses in my presence that the deed is a revocable transfer-on-death of real estate described therein, and the witnesses declared in the presence of the owner of the real estate and in my presence that the owner of the land declared to them that the deed is a revocable transfer-on-death of the real estate described therein and that the owner of the land wanted each of them to sign it as a witness, and that each witness did sign the same as witness in the presence of the owner of the land and in my presence.

______________________________
(name of owner)

______________________________
(witness)

______________________________
(witness)

Subscribed and acknowledged before me by ________________________________, the owner of the land, and ________________________________ and ________________________________, witnesses, this __________ day of __________ (month), __________ (year).

______________________________
(signature of notary public)

My commission expires ____________________________ (date).
Nontestamental Transfer of Property Act

Transfer on Death Deed - created in 2008, it is a method of conveyance of property that may be filed any time prior to the death of a property owner that will transfer ownership of the property to the grantee at the time of death of the property owner. The deed:

- Need not be supported by consideration - which means quite often doc stamps may not be due on the conveyance
- Does not need to be signed by the grantee beneficiary
- May be revoked at any time prior to death of the record owner by filing an instrument revoking the designation (this instrument is not set forth by the statutes, a person would most likely need an attorney to design such instrument)
- A designation of grantee beneficiary may be changed at any time prior to death of the record owner by recording a subsequent TOO deed
- TOO Deed executed, acknowledged and recorded in accordance with statutes may not be revoked by the provisions of a will
- TOO Deed may be disclaimed by the grantee beneficiary within nine months of the death of the record owner (if for some reason the grantee did not want the property). A disclaimer shall be filed in the county clerk’s office where the TOO deed was filed (an attorney would most likely design this instrument)

Vesting interest - title to the interest in real estate shall vest in the designated grantee beneficiary upon death of the record owner. Death of the record owner shall be evidenced by recording an affidavit with the county clerk where the real estate is located. Such affidavit:

- Shall be executed by the grantee beneficiary
- Shall state the fact of the death of the record owner
- State whether the record owner and grantee beneficiary were husband and wife
- Provide the legal description of the real estate
- Shall be notarized
- If the owner and beneficiary were NOT husband and wife, a copy of the death certificate and estate tax release shall be attached to the affidavit
- Title transfers subject to all conveyances, assignments, contracts, mortgages, liens and security pledges made by the record owner
- If the grantee beneficiary dies prior to the death of the record owner and an alternative grantee beneficiary has not been designated on the deed, the transfer shall lapse.

Joint tenancy

- A joint owner may use a TOO deed to convey interest in real estate
- However, title to the interest shall vest in the designated grantee beneficiary only if the record joint owner is the last to die of all the record joint owners of the interest
- TOO deed shall not sever a joint tenancy
- TOO deed does not sever an interest in real estate as a joint tenant with right of survivorship

580.5. 2008Supp., § 1251 et. seq.  Presented to County Clerks, April 2009
By: Cheryl Wilson
LEASE
(Standard Form)

This lease, made this __________________________ day of ________________, 19______
by and between __________________________ __________________________ of the first part,
and __________________________ __________________________ of the second part
WITNESSETH. That said first part, in consideration of the covenants and agreements hereinafter set forth,
do __________________________ by these presents demise, lease and let unto the second part, the following described property situated in the County of __________________________, State of Oklahoma, to-wit:

To Have and to Hold the same unto the second part, from the __________________________ day of ________________, __________________________ to the __________________________ day of ________________, __________________________ and said second part, in consideration of the premises herein set forth agree, to pay to the first part, as rental for the above described premises the __________________________

It is Further Agreed,
1. That the second part, shall not assign this lease or underlet said premises or any part thereof, without the previous consent in writing of the first part;
2. That at the expiration of this lease, or sooner determination thereof, the second part, shall give possession of the premises to the first part, and in as good condition as they now are, the usual wear and tear excepted and damage by fire or other unavoidable casualty excepted;
3. That upon the failure of the second part, to pay the rental or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this lease, then the first part, may declare this lease thereby ended and determinable, and re-enter and take possession of the premises, and notice of such election and demand of possession are hereby waived;
4. That this lease shall not be considered renewed except by agreement of the parties herein;
5. Notices to or service upon the Landlord or Owner may be made by delivering the same to the owner, only, at the following address:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

________________________
________________________
________________________
________________________

C-40
LEASE or RENTAL CONTRACT

THIS INDENTURE, made on the day of 19__

by and between

of of the first part, and

of County, State of Oklahoma, part of the second part.

WITNESSETH, that the said party of the first part, in consideration of the rent and covenants herein specified, does hereby let and lease to said party of the second part, the following described property, viz:

________________________ County, State of Oklahoma, with appurtenances thereof, for a term of ____________

commencing the day of ____________, 19__

and ending the day of ____________, 19__, Said second party

does hereby hire said premises for the term aforesaid, and agrees with the party of the first part, heirs and assigns.

In consideration thereof, that ____________ will and does hereby bind and oblige ____________, heirs and assigns, as follows, to-wit:

To cultivate the land to be cultivated in good and proper manner, to allow no waste of fencing or timber, nor damage to any buildings thereon; natural wear and tear or damage by the elements excepted; to take good care of the growing trees thereon at all times, and protect them from destruction, to carefully protect said premises from danger of fire by planting and burning when necessary; to not remove, or allow any one else to enter upon and remove from said premises, during the term of this lease, any part or portion of the trees, buildings, fruit or other trees, shrubbery, or any improvements of any kind or nature, whatever, which were upon the premises at the beginning of this lease, or which may be placed therein during said term; and in case of such waste or removal of any improvements to give an demand of said first party until and impossible possession of said premises, and to pay to said first party the full value of all improvements taken from or damaged on said premises; to keep said premises in good repair without expense to said first party, in yield and deliver up said premises, at the expiration of this lease, in like condition as when received, together with all improvements that may be added thereto, during said lease, reasonable use and wear thereof or damage by the elements excepted; to peacefully surrender said premises before the expiration of this lease, on demand of first party, should default be made in the payment of any rent when due, a lien on the crops grown to be retained by said first party as security for the fulfillment of this contract.

Special covenants:

Said second part hereby agrees to pay to the part of the first part, or

authorized agent, the following rental fee, to-wit:

IN WITNESS WHEREOF, the said parties have hereunto, and to a duplicate copy hereto, set their hands and seals, this the day and year first above written.

(SEAL) (SEAL)

(SEAL) (SEAL)

C-42
Assignment of Oil and Gas Lease
WITHOUT WARRANTY

Know All Men By These Presents:

That the undersigned, R.J. Dinger Oil & Gas Properties

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby assign, transfer, and

set over unto, Atlantic Richfield Company, a Delaware corporation, P.O. Box 1510, Midland, TX 79702

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease
dated December 12th, 1988, from David A. Bash, Jr., a single man, 3232 Liberty
Tower, Oklahoma City, OK 73102, lessee

to R.J. Dinger Oil & Gas Properties, 5500 N. Western, Suite 270, Oklahoma, lessee

recorded in book 961, page 324, in so far as said lease covers the following described land in

Leflore County, State of Oklahoma:

Township 6 North; Range 23 East;

Section 12: E/2

STATE OF OKLAHOMA, COUNTY OF LEFLORE – I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE OF PROBATE
BOOK F/6, PAGE 324, OCT 16 1989 AT 10 O'CLOCK
ALAN K. WIEBERS, COUNTY CLERK, ET.

Together with the rents, issues, and the proceeds thereof, and the personal property therein, appurtenant thereto, or used or obtained in connection therewith

And for the sum of $1.00 paid in full for the above described, all of said lease, and all rents and royalties due thereunder in full and in kind, and all conditions necessary to keep the same in full force have been performed.

EXECUTED this 30th day of December 1988

R.J. DINGER OIL & GAS PROPERTIES

Robert J. Dinger, partner

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this 30th day of

December 1988, personally appeared Robert J. Dinger, partner of R.J.

Dinger Oil & Gas Properties

and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me

that he was the same as his free and voluntary act and deed for the consideration stated in said instrument.

Given under my hand and seal of office the day and year last above written.

My commission expires ____________________________

SUSAN M. SCHULTZ Notary Public.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this ________

day of ________ 19__, personally appeared

__________________________

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

__________________________

and acknowledged to me that ___________________________________ executed the same as his free and voluntary act and

deed and as the free and voluntary act and deed of such corporation, for the purpose therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires ____________________________

SUSAN M. SCHULTZ Notary Public.

35-079-034154-000

C-43
RELEASE OF OIL AND GAS LEASE

NOW ALL MEN BY THESE PRESENTS:

That the undersigned
being the owner of a certain oil and gas lease dated 19__
executed by
covering the following real estate in County, State of, to-wit:

and recorded in book at page of the records of said County and State, insofar as same cover the land above described, does hereby release all its right, title and interest in and to said oil and gas lease

Executed this day of 19__

By

STATE OF \{ ss. \} ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF.

Before me, the undersigned, a Notary Public within and for said County and State, on this
day of 19__, personally appeared and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as 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.

My commission expires

Notary Public

STATE OF \{ ss. \} ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF.

Be it remembered that on this day of 19__, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came

personally known to me to be such officer, and to be the person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public
AFFIDAVIT OF NON-COMPLIANCE

STATE OF ___________________________
County of ____________________________

being first duly sworn, upon oath, deposes and says that he is ____________________________, day of ____________________________, 19________ and which lease is recorded in Volume __________, Page __________ of the County records of ____________________________, and which said lease covers the following described lands, to-wit:


And further, deponent says that on ____________________________, 19________, under the terms of said lease, there should have been paid to him or deposited to his credit in the Bank of ____________________________, the sum of ____________________________, the payment of which was necessary in order to keep the above lease in force and effect. Deponent hereby swears the above payment has never been made to him or to his representatives in money or otherwise, nor has same been deposited to his credit in the above bank, or any other bank.

And further, deponent says that there has been no drilling or development of any nature or kind whatsoever done on the land covered by the lease referred to herein, as called for under the terms of said lease.

Subscribed and sworn to before me, a Notary Public in and for ____________________________, County, ____________________________, this ____________________________, day of ____________________________, 19________.

My commission expires ____________________________

________________________________________
Notary Public

________________________________________
Cashier-President of ____________________________, Bank

Subscribed and sworn to before me, a Notary Public in and for said County and State on the ____________________________, day of ____________________________, 19________.

My commission expires ____________________________

Notary Public

AFFIDAVIT OF THE BANKER

STATE OF ___________________________
County of ____________________________

being first duly sworn, upon oath, hereby declare there has not been deposited to the credit of ____________________________, being cashier-president of the Bank of ____________________________, in the ____________________________, Bank of ____________________________, by ____________________________, or any other party, any sum of money whatsoever, in payment of rental under the terms of said oil and gas mining lease herein referred to.

Witness my hand this ____________________________, day of ____________________________, 19________.

________________________________________
Cashier-President of ____________________________, Bank

Subscribed and sworn to before me, a Notary Public in and for said County and State on the ____________________________, day of ____________________________, 19________.

My commission expires ____________________________

Notary Public
RENTAL DIVISION ORDER WITH RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated___________________________ from

___________________________ as Lessee, recorded in Book___________________________ Page___________________________

at the___________________________ Record Office___________________________ County___________________________ is owned by

___________________________

in so far as it covers the following described land in___________________________ County___________________________ to-wit:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations,

we___________________________

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby release, discharge and set said land, under all of the terms and provisions of said lease, and do hereby agree and consent that said lease is now in full force and effect, and that payment of the amounts above set forth as the interest of the above named persons, to-wit,___________________________

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<tr>
<th>CREDIT TO</th>
<th>ADDRESS</th>
<th>AMOUNT</th>
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and that payment or tender, of the amounts above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms provided, that if an amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will be treated as payment. This instrument shall be fully binding upon, and effectual as to the interest of, each of the above named persons who execute the same, without regard to execution or lack of execution by the others as by any other person unmentioned.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the previous leases shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this___________________________day of___________________________, 19___________________________

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_________________________
STATE OF ___________________________ SS.

COUNTY OF ________________________

BE IT REMEMBERED, That on the ______ day of ___________ A.D. 19____, before me, a Notary Public, in and for said County and State, personally appeared _____________.

To me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires ____________________________ Notary Public

STATE OF ___________________________ SS.

COUNTY OF ________________________

BE IT REMEMBERED, That on the ______ day of ___________ A.D. 19____, before me, a Notary Public, in and for said County and State, personally appeared _____________.

To me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires ____________________________ Notary Public

CORPORATION ACKNOWLEDGMENT

Oklahoma Form

STATE OF ___________________________ SS.

COUNTY OF ________________________

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____________.

On this ______ day of ___________ A.D. 19____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared _____________.

To me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as President and acknowledged to me that executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

My commission expires ____________________________ Notary Public

TEXAS ACKNOWLEDGMENTS

THE STATE OF TEXAS, County of ____________ SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____________.

Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and the seal of this office, this _______ day of ___________ A.D. 19____.

THE STATE OF TEXAS, County of ____________ SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____________.

Known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said _____________, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND and the seal of this office, this _______ day of ___________ A.D. 19____.
MECHANIC'S LIEN

STATEMENT OF CLAIM

STATE OF OKLAHOMA )
COUNTY OF__________ )

SS

Know all men by these presents: That I____________________________________

have a claim against_____________________________________________________

for the sum of ______________________ dollars($__________), due to me, and that the claim
is made for and on account of_________________________________________ and that such work was performed and
materials supplied by me between the ______ day of ____________, 19___, and ______ day of ____________, 19___

according to an itemized statement thereof hereto attached, marked "Exhibit A" and made a part of
this statement: that such work, labor, and materials were done in pursuance of a contract with
___________________________________________________________ and was performed upon the building and
premises owned by said___________________________________________ and described as follows to wit:

in said county and state; that the sum is just, due and unpaid and I have a claim lien upon said building
and upon the said premises on which the same is situated, to the amount of $____________________
as above set forth, according to the laws of the STATE OF OKLAHOMA.

Dated this ______ day of _____________________, 19___.

____________________________________________________________

State of Oklahoma
County of ________________________

____________________________________________________________

of lawful age, being first duly
sworn, upon oath, says: That he/she is the claimant mentioned in the foregoing statement of mechanic's
lien: that he/she had read said statement and knows the contents thereof: that the name of the owner, the
name of the contractor, the name of the claimant, the description of the property upon which the lien is
claimed and the items of the account as therein set forth are just, true and correct.

____________________________________________________________

Subscribed and sworn to before me this ______ day of _____________________, 19___.

My commission expires:______________________________________________

NOTE: ATTACH ITEMIZED STATEMENT

                                 NOTARY PUBLIC
Release of Materialman’s Lien

THIS IS TO CERTIFY:

That the indebtedness secured by the Materialman’s Lien filed in Book _______ Page _________ on ____________________, 19____, Lien Number _________, by ________________________________, and against ________________________________, against the following described property, to wit:

has been paid and said lien is hereby released and discharged of record and the County Clerk of said county is hereby authorized and directed to enter the satisfaction of said lien on the Lien Journal and the tract indexes of said county.

Dated at ____________________________, Oklahoma this ______ day of _________, 19____.

__________________________________

Individial Acknowledgment

State of Oklahoma

County of ____________________________:

Before me, a notary public, in and for said county and State, on this ______ day of ______________, 19____, personally appeared ________________________________, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ________ executed the same as _______ free and voluntary act and deed for the purposes therein set forth.

My commission expires: ____________________________ Notary Public

Corporate Acknowledgment

State of Oklahoma

County of ____________________________:

Before me, a notary public, in and for said county and State, on this ______ day of ______________, 19____, personally appeared ________________________________, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ________ President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

__________________________________ Notary Public

My commission expires: ____________________________
NOTICE OF FILING LIEN STATEMENT

STATE OF OKLAHOMA ) ss.
COUNTY OF__________

TO

YOU ARE HEREBY NOTIFIED that the Undersigned filed on the______________
day of____________________, 19____________a statement under oath claiming a
Mechanic’s Lien, the same being No.__________________________against the following described
property and the improvements thereon located, owned by you, for labor and materials
performed and furnished by the Undersigned, to-wit:

YOU ARE FURTHER NOTIFIED that under said lien statement, the Undersigned claims
a lien on the said premises in the sum of $____________________, the amount due under a
contract with

for labor and materials performed and furnished upon the improvements erected on said
premises.

Dated this__________________ day of____________________ 19____________

The undersigned hereby certifies that the original of the foregoing was mailed to the person (or
firm) to whom directed, at the address above

shown, by Certified Mail No.______________, return receipt requested, with postage prepaid
thereon, this_____day of______, 19____________.
STATE OF OKLAHOMA
STATEMENT OF JUDGMENT

STATE OF OKLAHOMA ) ) SS.

__________________________ COUNTY )

being duly sworn, states:

1. That on the _____ day of __________, 19__,
judgment was rendered in case number __________________ in the
District Court of __________________ County styled _____________________________ as follows:

<table>
<thead>
<tr>
<th>AGAINST</th>
<th>IN FAVOR OF</th>
<th>AMOUNT: JUDGMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUDGMENT DEBTOR</td>
<td>JUDGMENT CREDITOR</td>
<td>COSTS &amp; ATTORNEY FEES</td>
</tr>
</tbody>
</table>

2. That judgment was filed with the court clerk of ______________ County on ________.

3. That the county clerk shall enter on the judgment index a
statement based on this information, in compliance with 12 O.S. Supp. 1993 § 706.

4. That the name and address of the judgment creditor is:

__________________________
Name

__________________________
Address

Further, your affiant sayeth not.

NAME: _______________________

TITLE, (if any): _______________________

ORGANIZATION: _______________________

(if any)

ADDRESS: _______________________

__________________________
Signature

Signed and sworn to before me on ________________________

By: ________________________

My commission expires: ________________________

Notary

DATE OF FILING WITH COUNTY CLERK: ________________________

JUDGMENT CREDITOR: THE STATEMENT OF JUDGMENT FORM MUST BE FILED IN
THE OFFICE OF THE COUNTY CLERK.

Adopted 10-01-93
AOCFORM.27
AFFIDAVIT OF JUDGMENT

STATE OF OKLAHOMA )
COUNTY OF PAYNE ) SS:

William J. Baker, of lawful age, first being duly sworn, deposes and states:

1. That on the 28th day of October, 1994, a money judgment was rendered in the above styled and numbered cause as follows:

AGAINST  IN FAVOR OF  AMOUNT OF

Delores A. Mueller,        Stillwater National Bank & $9,652.22
Trustee of               Trust Company
The Mueller Children’s Trust  plus per diem

2. That a certified copy of the subject money judgment is attached hereto and incorporated herein by reference;

3. That the Court Clerk shall enter on the judgment docket a statement based on this information, in compliance with 12 O.S. Supp. 1985, Sec. 25; and
IN THE DISTRICT COURT OF ______________________________ COUNTY

STATE OF OKLAHOMA

GENERAL OR PARTIAL
RELEASE OF JUDGMENT LIEN

V. Case __________________

☐ GENERAL RELEASE ☐ PARTIAL RELEASE

The following facts have been shown to the Court:

1. Judgment was taken against __________________________
   (judgment debtor) by __________________________
   (judgment creditor) in __________________________ County on ______________, 19_______.

2. A Statement of Judgment was filed against the judgment debtor's property in __________________________ County.

3. On the __________ day of ________________________,
   19_______, __________________________ (judgment debtor) filed written motion for release of the judgment
   in the above-entitled cause. The motion was accompanied by an
   affidavit stating the grounds for the motion and reflecting that
   the judgment has been satisfied or discharged.

4. The judgment creditor has failed to release the judgment lien filed against the judgment debtor.

5. On the __________ day of ________________________,
   19_______, judgment debtor mailed notice of said motion to __
   __________________________ (judgment creditor and
   attorney(s) for the judgment creditor in the above-entitled cause)
   by certified mail. The notice was mailed to the judgment
   creditor's last known address. Certificates of mailing are
   attached to the motion requesting release.

6. No response or objection from the creditor has been filed
   within fifteen (15) days of mailing of the notice.

   Accordingly, the judgment(s) listed below are released:

   AGAINST IN FAVOR OF AMOUNT: JUDGMENT
   JUDGEMENT DEBTOR JUDGEMENT CREDITOR COSTS & ATTORNEY FEES

   ___________________ ___________________ ___________________

C-53
☐ This is a partial release. Only the following debtor(s) is/are released:

<table>
<thead>
<tr>
<th>AGAINST JUDGMENT DEBTOR</th>
<th>IN FAVOR OF JUDGMENT CREDITOR</th>
<th>AMOUNT: JUDGMENT COSTS &amp; ATTORNEY FEES</th>
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☐ This is a partial release. Only the following real property is released. (State legal description):

The County Clerk is directed to enter on the judgment index a notation of the release of each lien reflected in this order.

Witness my hand and seal of said court this __________ day of ______________________, 19__________.

Judge of the District Court

INSTRUCTION: The judgment debtor must file a certified copy of this Release of Judgment Lien in the office of the county clerk where the real estate is situated in order for the lien of the judgment to be released.

The judgment debtor hereby acknowledges that (s)he has read and understands the above and foregoing instruction and that (s)he has received a copy of this Release of Judgment Lien.

Judgment Debtor

Address

Judgment Lien Number________________

County _______________________

AOCFORM.27A
Adopted October 1, 1993

C-54
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

To: JERRY FORD AND MARY FORD

Herein aforesaid, mortgagee, whether one or more, has mortgaged, and hereby mortgagor, to: JACK HARRIS AND VIRGINIA HARRIS AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Herein aforesaid, mortgagee, whether one or more, the following described real estate and premises, situate in

LEFLORE County, State of Oklahoma, to wit:

Lot 3 in block 184 of Poteau, Oklahoma less and except the South 68 feet thereof assuming that Walter Street runs due North and South

STATE OF OKLAHOMA, COUNTY OF LEFLORE: I HEREBY CERTIFY THAT THIS DISTRICT JUDGE WAS PROPERLY APPOINTED IN MY OFFICE AT POTEAU, OKLAHOMA, TO PLEAD IN, TRY AND DECIDE ALL MORTGAGE CASES AT THE TIME OF THE FILING OF THIS DOCUMENT.

BOOK 121 PAGE 4 JUN 22 1994 AT 2:50 PM MAR R. THACKER, COUNTY CLERK, ET.

FOURTEEN THOUSAND AND NO/100 DOLLARS, AND INTEREST THEREON, ACCORDING TO THE TERMS OF CERTAIN PROMISSORY NOTE OR NOTES OF OPEN DATE HERETO, SIGNED BY THE MORTGAGOR, THE FUND MORTGAGED THEREBY BEING $20,000.

The mortgagee further agrees to maintain insurance acceptable to, and for the benefit of, the mortgagee, upon the buildings and improvements upon said premises before the same become delinquent, and to keep the premises in good repair. In the event of failure of the mortgagee to do so, the mortgagee may elect to repair or pay such damages or other sums, and shall have a lien secured hereby for the amount thereof with interest thereon at the rate of ten percent per annum.

In event the mortgagee defaults in the payment of said installments, or fails to perform the other covenants and agreements hereof, the mortgagee may foreclose this mortgage, as provided by law, and as far as any proceeding may be taken to foreclose the mortgage, the mortgagee agrees to pay to the mortgagee a sum equal to ten per cent of the amount due as attorney's fees. In addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said installments and the performance of other covenants and agreements herein, the mortgagee shall foreclose the mortgage.

The mortgagee, in event of a like notice, hereby waives the right of redemption, and waives all covenants hereof and other covenants and agreements herein, the mortgagee shall foreclose the mortgage.

Signed and delivered this 20th day of JUNE 1994

JERRY FORD
MARY FORD

STATE OF OKLAHOMA, County of LeFlore, etc.

June 1994

Jerry Ford and Mary Ford, h/w

My Commission expires 4/11/86

ROBERTS ABSTRACT CO., INC.
Res. 530 - Phone 817-2527
POTEAU, OKLAHOMA 74953
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 17, 1994. The mortgagor is

ROBERT KEITH DARMEAL AND RUTH DARMEAL, HUSBAND AND WIFE,

("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF HEAVENIER, OKLAHOMA

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 400 EAST 1ST STREET, P.O. BOX 68, HEAVENIER, OKLAHOMA 74927

("Lender"). Borrower owes Lender the principal sum of

TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100—— Dollars (U.S.$ 22,400.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the first due on JULY 9, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in

LEFLORE County, Oklahoma:

LOTS 9, 10, 11, 12, 13, 14, 15, 16 AND 17 IN BLOCK 74 IN THE TOWN OF PANAMA, LEFLORE COUNTY, OKLAHOMA.

which has the address of

Oklahoma 74951

("Property Address"):
ASSIGNMENT OF REAL ESTATE MORTGAGE

For value received, the undersigned corporation does hereby assign, transfer and set over unto

CAPITAL MORTGAGE SERVICES, INC.

that certain real estate mortgage, dated MAY 16, 1996, executed by ROBERT E. STIGMA AND DAYNA TALLBROOK STIGMA, HUSBAND AND WIFE

and recorded in Book 466, Page 215, of the records in the office of the County Clerk of PAVNEE County, State of Oklahoma, together with the note, debentures and claims thereby secured, covering the following described real estate in said County,

LOTS FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8) IN BLOCK ELEVEN (11) IN PAVNEE BILL ADDITION TO THE CITY OF PAVNEE, IN PAVNEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Delivered this MAY 19, 1994

MCLAIN COUNTY NATIONAL BANK

Secretary

By: TOM SHERMAN VICE President

STATE OF OKLAHOMA

COUNTY OF PAVNEE

On this 19TH day of MAY 1994 before me, the undersigned Notary Public in and for said County and State, personally appeared TOM SHERMAN

to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its VICE President, and acknowledged to me that he executed the same as his free act and deed, and as the true and voluntary act and deed of said corporation, for

My Commission Expires 3-7-95

Notary Public

C-57
RELEASE OF MORTGAGE

In consideration of the payment of the indebtedness thereby secured, the undersigned corporation does hereby release that mortgage made by: _________________________________

______________________________

To: ________________________________

______________________________

and which is recorded in Book: ___________, Page: ___________, of the records in the office of the County Clerk of ______________________ County, State of Oklahoma, covering the following described real estate in said County, to-wit:

______________________________

Signed and delivered this __________ day of ______________________, 19___________

ATTEST:

______________________________

[SEAL]

Secretary By: ________________________________

President

Note—See statutory requirements appearing on the reverse side hereof.

CORPORATION ACKNOWLEDGMENT (Oklahoma Form)

STATE OF: ______________________, County of: ______________________, ss:

On this __________ day of: ______________________, A.D. 19__________, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared

______________________________

to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its: ______________________. President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: ______________________

______________________________

Notary Public

[SEAL]

NOTE—The LOCAL AGENT for FIRST AMERICAN TITLE INSURANCE COMPANY, Oklahoma City, furnishes this form to ATTORNEYS, as a courtesy and for their convenience. All legal instruments should be prepared or supervised by ATTORNEYS.

Release of Mortgage (Corporation Form) #9556 C-58

C-58
RELEASE OF REAL ESTATE MORTGAGE BY CORPORATION

RELEASE OF REAL ESTATE MORTGAGE BY CORPORATION

STATE OF OKLAHOMA.

County of ____________________________ ss.

____________________________________

, a Corporation existing under and by virtue of the laws of the State of Oklahoma.

hereby certifies: That in consideration of the payment of the indebtedness described in a certain Real Estate Mortgage, bearing the ______ day of ______________, 196 , made and executed by __________________________________________, County, Oklahoma, to-wit:

____________________________________

____________________________________

and recorded in the office of the County Clerk in and for said County of ____________________________ in Book ______________ of Mortgages, at page __________ , said mortgage is by these presents discharged and released.

In witness whereof, this release is executed this ______ day of ______________, 196 .

(Corporation seal)

Attest: ________________________________ Secretary ________________________________ President

STATE OF OKLAHOMA.

County of ____________________________ ss.

Before me, a ________________________________ in and for said County and State, on this ______ day of ______________, 196 , personally appeared ________________________________, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ________________________________ President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

Witness my hand and official seal this ______ day of ______________, 196 .

My commission expires ____________________________, 196 .

____________________________________

Notary Public.

C-59
WAIVER OF PRIORITY OF MORTGAGE LIEN

WHEREAS, the undersigned
of
State of
Oklahoma is the owner of a certain real estate mortgage executed by
and his wife,


to secure a loan of
covering the following described land situated in
County, State of Oklahoma, to-wit:

Which mortgage is dated the
day of,
19
and recorded in Book
at
Page
in the County of
State of Oklahoma.

AND WHEREAS, on the
day of,
19
and his wife
executed an Oil and Gas Lease to


for a period of
years, covering the above described land.

NOW, THEREFORE, in consideration of One Dollar in hand paid, the receipt of which is hereby acknowledged,

the undersigned

does hereby except and release the working interest held under and by virtue of said Oil and Gas lease from the lien under said mortgage, not waiving any of my rights under said mortgage as against the royalty interest in said mortgaged land, and agrees that the Oil and Gas lease above mentioned shall have the same validity and effect as if executed, delivered, and recorded prior to the date of execution of the said mortgage above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the
day of,
19

Attested:


STATE OF OKLAHOMA
COUNTY OF

SS:


INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this
day of
19
personally appeared


to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that
executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires

Notary Public

STATE OF OKLAHOMA
COUNTY OF

SS:


CORPORATION ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this
day of
19
personally appeared


to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
President and acknowledged to me that
executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires

Notary Public
STATE OF ________________________
COUNTY OF ________________________

BE IT REMEMBERED, that on the _____ day of ________________________, A.D. 19___, before me, a Notary Public in and for said County and State, personally appeared.

__________________________
Notary Public

My commission expires: ________________________

Corporation Acknowledgment (Oklahoma Form)

On the _____ day of ________________________, A.D. 19___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared.

__________________________
Notary Public

In and for the County and State aforesaid, personally appeared.

to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: ________________________

NOTE - The signature by mark of a person who cannot write his name must be witnessed by two witnesses, one of whom must write his name and address in全文字幕
EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____________________________ a single person and _____________________________ husband and wife, of _____________________________ County, State of Oklahoma, for and in consideration of the sum of _____________________________ ( $___________ ) and other good and valuable considerations, paid by the County of Osage, the receiver of which is hereby acknowledged, to ___________ this day granted, bargained, sold and conveyed unto the said County of Osage, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Osage County, to wit:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

This easement is granted for the sole purpose of enabling the County of Osage, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the County of Osage, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the County of Osage, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantor _____________________________ heretofore named _____________________________ hereunto set ______ hand and seal this the ______ day of _____________, 19__________

State of Oklahoma
Country of _____________________________

________________________________________________________________________________________

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this _____________________________ day of _____________________________ 19__________ personally appeared _____________________________ and _____________________________ husband and wife to me known to be the identical persons who executed the within and foregoing instrument and oath for themselves acknowledge to me that _____________________________ enured the same as _____________________________ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

________________________________________________________________________________________

My commission expires _____________________________ day of _____________________________ 19__________

the above counties, Tuesday, 19__________

Notary Public

C-62
KNOW ALL MEN BY THESE PRESENTS:

That

of LeFlore County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ____________________________ ($____),

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of LEFLORE the following described tracts or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to wit:

For the same considerations hereinafore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To Have and To Hold said above described premises unto the said County of LEFLORE, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said County of LEFLORE, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever.

IN WITNESS WHEREOF, The Grantors herein named have hereunto set their hands and seals this ______ day of ____________________, 19 ______.
STATE OF OKLAHOMA:
COUNTY OF LEFLORE: SS:

Before me, a Notary Public in and for said County and State, on this ____ day of ________________, 19__, personally appeared ________________________________ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _______ executed the same as _______ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

______________________________
Notary Public

My Commission Expires: _________________.

C-64
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ___________________________ of State of Oklahoma, do hereby make, constitute and appoint ____________________ as my true and lawful attorney-in-fact with full power to perform the following acts for and on my behalf and in my place and stead:

1. To pledge, mortgage, sell, transfer, assign, exchange or otherwise dispose of any or all of my property, real, personal or mixed under such terms or conditions as he/she may deem proper, and to execute and deliver good and sufficient instruments for the accomplishment thereof;

2. To collect, sue upon, compromise or otherwise adjust any claim, debt, bequest, devise or inheritance in which I now or hereafter may have an interest.

3. To pay, compromise, or otherwise discharge and secure releases from any obligations or claims against me;

4. To deposit in my name and for my account with any bank, banker, or trust company any check, which may come to his/her hands as such attorney, and all the monies, bills of exchange, drafts, promissory notes, and other securities for money payable or belonging to me, and for that purpose to sign my name and indorse the same for deposit or collection, and from time to time to withdraw any and all monies deposited with the aforesaid depositories, or any other depository, now or hereafter having monies belonging to me, and for that purpose to draw checks in my name;

FURTHER, I do authorize my aforesaid attorney-in-fact to perform all necessary acts in the execution of the aforesaid authorizations and I do hereby expressly declare that the powers herein granted to my aforesaid attorney-in-fact shall not be construed as limited to those matters hereinbefore specifically set forth, but rather shall be construed to broadly include and embrace full and unlimited power and authority to do and perform, on my behalf and in my place and stead with equal validity, any and all ratifying and confirming whatsoever my said attorney shall and may do, by virtue hereof, and in the premises.

WITNESS my hand this _______ day of ___________ 19__

STATE OF ____________
COUNTY OF ____________

BEFORE ME, the under signed, a Notary Public, in and for said County and State, on this _______ day of ___________ 19__ personally appeared ______________________ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL)
My commission expires: ___________________
RELEASE OF LANDLORD'S WAIVER

Know All Men by These Presents:

Whereas, On the day of ___, 19___, a certain waiver was executed by ____________ and ____________, landlord, and ____________, tenant, to ____________, security interest holder, upon the following described real estate:

________________________

Which said waiver is recorded in Book __________ on page __________ of the records of Leflore County, State of Oklahoma.

WHEREAS, the note secured by the said waiver has been paid in full;

NOW, Therefore, the above-named security interest holder, does hereby remise, release, and forever quit-claim all its right, title and interest in and to the above-mentioned property which it may have acquired by virtue of said above-named waiver, to the said landlords, their heirs, or assigns, forever.

------------------------

STATE OF OKLAHOMA, LEFLORE COUNTY ss:

The foregoing instrument was acknowledged before me this day of ____, 19___, by

My Commission expires: ____________________________

Notary Public
1. Land, Real Estate, Premises: Real Property
2. Tenements: Land or a building that may be rented
3. Hereditament: Easement, Water Rights inherited
4. Appurtenances: Belonging-an addition something more Important, An Accessory
5. Conveyance: Transfer of title or an interest in real Property by means of a written instrument
6. Deed: Written agreement in proper legal form That conveys title to or interest in realty

**PARTS OF A DEED**

**Grantor:** Person deeding

**Grantee:** Person receiving

**Consideration:** Lawful Money to make the Contract Valid

**Operative Words of Conveyance**

Intent on the part of the grantor to transfer the property

**Premises:** Property Description & the Appurtenances provisions
Habendum Clause  
A clause used to transfer ownership rights on property. This clause defines the nature of the estate granted to a person and is included in a deed in order to clarify that the grantor has transferred absolute ownership rights on the property to the grantee. This implies that the grantee receives fee simple.

Types of Estates: The degree, nature, and extent of interest that a person has in REAL PROPERTY. The highest from of an estate is Fee Simple under which the owner can use the property at will and dispose of it without restriction.

1. Fee Simple—An estate in land of which the inheritor has unqualified ownership and power of disposition. Private ownership of R.E. in which the owner has the right to control, use, and transfer the property at will.

2. Life Estate—Retain ownership while living.

3. Fee Tail—There is a clause restricting the sale of the land by the children or grandchildren. Has been outlawed in OK

Freehold estates are estates of potentially indefinite duration.
Non-freehold estates are held by a person who rents or leases property and the interest possessed by the lessee of a non-freehold estate is called leasehold. There are 4 kinds of these:

1. Estate for years—must be of definite duration (have a beginning and a definite ending)

2. Tenancy from period to period—indefinite duration with either party continuing until one gives effective notice of termination.

3. Tenancy at will—Indefinite duration with either party terminating at will (no notice) It ends automatically at death of either party.

4. Tenancy at sufferance—An estate that arises when a tenant for years of period to period retains possession of the premises w/o the landlord’s consent. Wrongful Possession. It could be transformed into a tenant from period to period, upon acceptance of rent.

DURABLE POWER OF ATTORNEY

A durable power of attorney is a written power of attorney which contains the words “this power of attorney shall not be affected by my disability,” or “this power of attorney shall become effective upon my disability,” or similar words. In order to be valid it must be signed by you BEFORE you become disabled.
Parts of a Deed

**WARRANTY DEED**
Statutory Form-Individual

**For All Men by These Presents:**

That

of __________________________ County,

State of __________________________ part __________ of the first part, in consideration of __________________________ DOLLARS, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto __________________________ County, State of __________________________ part __________ of the second part, the following described real property and premises situate in __________________________ City, State of __________________________  A.W.


**PREMISES**

Appurtenances
together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

**Habendum**

TO HAVE AND TO HOLD said described premises unto said part __________ of the said part __________ heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this __________ day of __________ 18

**Execution**

**Acknowledgment**

Oklahoma

IN INDIVIDUAL ACKNOWLEDGMENT

Okahoma Form

Acknowledged, a Notary Public in and for said County and State on the __________ day of __________ 18 __________

I, ______, personally appeared ______

To me known to be the identical person, who executed the within and foregoing instrument and acknowledged to my best of my knowledge that I am the person hereunto set forth.

This document is signed under my hand and seal the day and year last above written.

My commission expires ____________________

Notary Public

C-70
## Appendix D

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**SURVEYOR'S RECORD.**

| 31 | Township | 12 | Range | 5 East |

---

**FIELD NOTES.**

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---

Edgar Endicott  
A.A. Duvall

J. B. [illegible]  
Harry [illegible]

---

February 25th  
1875

[Signature]

AA Duvall

[Signature]

Edgar Endicott

---

D-3
SECTION PLAT

PAYNE County, State of OKLAHOMA

Section 19 Township 20N Range 4E

ADDITION OR ROAD NAME —

DATE OF ROAD CONSTRUCTION —

DATE OF ROAD DEDICATION — 2-10-89

DATE OF MAINTENANCE ACCEPTANCE — 5-10-94 81073609

NOTES: Dedication on file with Clerk
Maintenance Agreement of Dedicated Street

STATE OF OKLAHOMA )
COUNTY OF PAYNE )

KNOW ALL MEN BY THESE PRESENTS:

That consideration for road maintenance has been requested by the Public. Said road(s) were accepted for dedication on _____________, 19__ and recorded in Book(s) _____________ Page(s) _____________. Said road(s) for maintenance is described as:

The above described road(s) have been inspected by a representative of Payne County and found to be in compliance with the Payne County Road Specifications as adopted on March 15, 1982.

Therefore, Be it resolved by the Board of County Commissioners of Payne County, Oklahoma, that the request for maintenance of said described road is hereby accepted by the Board of County Commissioners, Payne County, Oklahoma, this ______ day of _____________, 19__.

__________________________
Chairsman

__________________________
Chairman

__________________________
Member

__________________________
ATTEST: County Clerk

__________________________
Chairman

__________________________
Member

Form Approved: May 4, 1987
ACCEPTANCE OF DEDICATION
OF ROADWAY

Be it Resolved the Board of County Commissioners of Payne County, Oklahoma that the dedication of roadway hereafter set out is hereby adopted by the Board of Commissioners for the following described roadway located in:

Be It Further Resolved the Board of County Commissioners are accepting dedication only with no county maintenance implied. Passed and approved this ___ day of __________, 1990.

__________________________
Chairman

__________________________
Vice-Chairman

__________________________
Member

ATTEST:

__________________________
County Clerk
KNOW ALL MEN BY THESE PRESENTS:

That William G. Hatley and Wilma A. Hatley

of LeFlore County, State of Oklahoma, hereinafter called the Grantors

(whether one or more), for and in consideration of the sum of One Dollar and 00/100

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of LeFlore the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, viz:

A parcel of land located in the NW/4 SW/4 of Section 14, TOH, R25E, I.8.6N., LeFlore County, Oklahoma, being more particularly described as follows, viz:

Beginning at a point 3061.20 feet S2°02'36"E of the NW corner of and on the west line of said Section 14; thence S2°02'36"E continuing on the said west line for a distance of 175.24 feet; thence S89°03'42"E for a distance of 496.91 feet; thence S85°00'02"E for a distance of 647.79 feet; thence N85°59'58"E for a distance of 100 feet; thence N85°00'02"W for a distance of 800 feet; thence N85°11'55"W for a distance of 159.43 feet; thence N89°03'42"W for a distance of 215.48 feet to the Point of Beginning, containing 2.86 acres more or less of new right of way, the remaining 0.28 acres of area included in the above description being right of way occupied by the present county road.

For the same considerations hereinafter recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said County of LeFlore, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the Grantors, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said County of LeFlore, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except

The undersigned Grantors hereby designate and appoint

as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 16th day of October, 1989.

[Seal]

[Signature]

[Signature]

D-7
State of Oklahoma )
County of __________) ss.

Before me, a Notary Public in and for said county and state, on this ______ day of ______, 19__ , personally appeared ____________________ and ____________________

I am known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: ______________

State of Oklahoma )
County of __________) ss.

Before me, a Notary Public in and for said county and state, on this ______ day of ______, 19__ , personally appeared ____________________

I am 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, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: ______________

RECEIVED
AUG 20 1909

D-8
CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That

of Leflore County, State of Oklahoma, for and in consideration of the sum of ______ DOLLARS ($______)

and other good, valuable and sufficient consideration paid by the County of Leflore, the receipt of which is hereby acknowledged, have, this day granted, bargained, sold and conveyed unto the said County of Leflore, a perpetual easement over and across the following described lots or parcels of land, to wit:

This easement is granted for the sole purpose of enabling the County of Leflore, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain a bridge upon the above described tract of land and includes the permanent right of ingress and egress for employees, tools and equipment, of the County of Leflore, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the grantor herein by reason of the construction and maintenance of such bridge.

Said grantor/s hereby covenant and warrant/s that at the time of the delivery of these presents _________ the owners of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except

and that _________ will, so long as this easement is in full force and effect, defend the same unto the County of Leflore against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint _________ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor/s herein named have hereunto set their hand and seal this the _________ day of _________, 19_____.

State of Oklahoma

County of _________

______ SS.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this _________ day of _________, 19_____, personally appeared _________, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _________ executed the same as _________ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: ____________
Right of Way Grant or Easement

FOR AND IN CONSIDERATION OF __________________________ DOLLARS ($________) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to __________________________

its successors or assigns, the right of way, of __________ feet, to lay, maintain, operate (Strike out use not applicable) a roadway or a pipe line, a telegraph or telephone line, a water line, a sewer line or other utilities, and erect, maintain on, over, through or along the __________________________ side of the following described lands, to-wit:

of Section __________, Township __________, Range __________, in __________ County, State of __________, with ingress and egress to and from the same. The Grantor, their heirs and assigns, is fully and freely to use and enjoy the said premises, except for the purpose hereinafter granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by said grantor, their heirs or assigns, one by the said grantors, its successors or assigns, and the third by the two so appointed, as above-said, and the award of such three persons shall be final and conclusive. It is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the site of its use, the damages, if any, in making such changes, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantees herein named have hereunto set their hands and seal this ________ day of __________, A.D., __________

________________________

ACKNOWLEDGMENT

STATE OF, COUNTY OF ____________

Before me, the undersigned, a Notary Public, in and for said County and State, on this ________ day of ________ , ________ personally appeared __________, __________, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that __________________________, __________, executed the same as __________________________, __________, free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: __________________________

______________________________________________

Notary Public