# Instrument Types - Appendix C

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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 use 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
WARRANTY DEED

(Joint Tenancy)

Know All Men By These Presents:

That _____________________________, of the 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, situated 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 _____________________________

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

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

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

__________________________

My Commission expires _____________________________, 19_____

__________________________

Notary Public.
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 thereunto 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.

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. CUMMINGS
SOUTHWEST TITLE & TRUST COMPANY
ESCORO DEPARTMENT
100 N.W. 8TH STREET
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

My Commission Expires:________

[Commission Number]
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.

STATE OF OKLAHOMA
PONTOTOC COUNTY SS NO.______
Filed for record on the 21 day
of July 1925 M. C. 10.
Correction of 9-1-25 and recorded in
LYNN LOFTON, County Clerk
Deputy

EXHIBIT "A"
SPECIAL WARRANTY DEED

THIS INDENTURE, Made this _______ day of ________, in the year of our Lord, one thousand nine hundred and ________, between

of the County of ____________ and State of ____________ part of the first part, and

of the County of ____________ 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 situate 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 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)

(SEAL)

(SEAL)

(SEAL)

STATE OF ____________

County of ____________

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. 19__,
between__________________________________________________________
of the first part,
and__________________________________________________________
of the second part,
Witneseth, that said part____ of the first part, in consideration of the sum of
______________________________________________________________ DOLLARS
in ________________ 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:

____________________

To Have and to Hold the above described premises unto the said,
______________________________________________________________
heirs and assigns forever, so that neither ________________ the said

not any person in_________ name and behalf, shall or will hereafter claim or demand any right or title to the said prem-
ises 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 has ___ hereunto set ______ hand
the day and year first above written.

______________________________________________________________

STATE OF OKLAHOMA
COUNTY OF ____________________________

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.
MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

The Lucien S. Kempf and Anna Rose Kempf,
husband and wife

of Box 714, Lindsay, Oklahoma

hereinafter called Grantor, (whether one or more) for and in consideration of the
sum of Ten Dollars ($10.00) cash

in hand 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 Co-Trustees as set out below, interest in

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

situated in LeFlore County, State of Oklahoma comprising:

1/4 interest under SW/4, less that part lying West of the Poteau River, containing 65 acres, more or less, AND NE/4 SW/4 NW/4 SW, and all that part of E/2 SW/4 NW/4 SW 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 35, Township 8 North, Range 25 East.

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

and to Grantee, their heirs, executors, administrators, personal representatives, successors and assigns forever, and Grantor 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 Grantee herein, their heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 4th day of January 1982

Lucien S. Kempf

Anna Rose Kempf

STATE OF OKLAHOMA, County of Garvin:

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.

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

My commission expires August 1, 1983

Olive Daley, Notary Public

STATE OF OKLAHOMA: CORPORATE ACKNOWLEDGMENT

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 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
TIMBER DEED

5491

Know All Men By These Presents:

That I, viz., William Paul Howard, Jr., and Larry D. Howard,

for and in consideration of Thirty-two Thousand Dollars ($32,000.00) to me, us in hand paid by Weyerhaeuser Company, a Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Weyerhaeuser Company and into its successors and assigns, all the Merchandable Pine Timber

1. All Batts of Lumber

5. All logging operations to cease upon landowner's request due to wet conditions

standing, growing, lying, fallen or falling upon the following described land in LeFlore County, Oklahoma, to wit:

E 200, NW NW NW SW NW SW, E 300 SW SW SW
Section 11, T28-24E

7. No traffic in hay

8. Repair all fences that are damaged

To have and to hold said timber, together with all rights herein granted, unto the said Weyerhaeuser Company, its successors and assigns.

And I, do hereby covenant with the said Weyerhaeuser Company, its successors and assigns, that I, will forever warrant and defend the title to said timber herein conveyed against all claims whatsoever, that the same is free from all liens and encumbrances, and that no conveyance of said timber has heretofore been made, and that all property lines will be plainly evident and free from dispute at time of cutting of said timber commences.

And I, do hereby release and relinquish unto the said Weyerhaeuser Company, its successors and assigns, all of my rights of dower and homestead in and to said timber.

IN WITNESS WHEREOF, I have hereunto set my, our hand(s) on this 6th day of June, 1993.

STATE OF

COUNTY OF

On this the 6th day of June 1993 before the undersigned Notary Public, personal appearance of the persons herein referred to, and subscribing 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.

My Commission Expires:

APRIL 3, 1996

C-9
CORRECTION
JOIN TENANCY
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That HONKS ENTERPRISE, INC., a/k/a HONKS ENTERPRISES, 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 HARP and BRENTA JEAN HARP, 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 12, 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 133.14 feet, thence South 17 degrees 43 minutes 48 seconds East a distance of 840.59 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 26 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 East 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.

RECIPE: 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

Corporate Seal

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

By: President

Secretary

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

JUN 2 5 1993 1:20 O'CLOCK

ALAN R. YICKERS, COUNTY CLERK, BY

DEPUTY
Signed in duplicate this 24th day of Feb., 1952.

(Witness) (Seller or Agent)

(Witness) (Seller or Agent)

(Witness) (Seller or Agent)

(Witness) (Purchaser or Agent)

Use "Witness" or "Notary" Acknowledgment

State of (Witness) County of , On this day of January, 1952, before me personally appeared , to be known to be the person described in and who executed the foregoing instrument and acknowledged that 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 , the day and year first above written.

My Commission as Notary Public expires .

C-11
ASSIGNMENT OF MORTGAGE/DEED OF TRUST


LEGAL:

See Reverse

FSB MORTGAGE COMPANY, INC.
A TENNESSEE CORPORATION
BY:

Stephen A. Echols, Vice President

STATE OF ARKANSAS COUNTY OF SEBASTIAN I Declare on oath that this instrument was filed for record at the office of the recorder of LeFlore COUNTY, STATE OF Oklahoma, BOOK 1119 AT PAGE 337 ON 2nd DAY OF June ______, 1994. SIGNED THE 7th DAY OF June ______, 1994.

ON THIS 7th DAY OF June ______, 1994, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SEBASTIAN COUNTY, PERSONALLY APPEARED Stephen A. Echols, PERSONALLY KNOWN TO ME WHO BEING DULY SWORN, DID SAY THAT

Stephen A. Echols 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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

Helen Smith

MT. COMMISSION EXPIRES: 1/28/2003

Return to:
P.O. Box 72802
Ft. Smith, AR 72902
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, 1993, in an action in said Court, wherein HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ADA, OKLAHOMA, was Plaintiff, and JAY DEE THYS and AUNDRIA R. THYS were Defendants, same being cause No. C-92-597, 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, accrued 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 RAY PENNINGTON, 110 West 17th Street, Ada, Oklahoma 74820, 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 RAY PENNINGTON, her successors and assigns, the following described real property:

All of Lots 1, 10, 13, and 14, in Block 133, Original Townsite of Ada, Pontotoc County, Oklahoma.

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

WITNESS my hand and seal this the 13th day of June, 1994.
IN THE DISTRICT COURT OF MCCAIN COUNTY
STATE OF OKLAHOMA

4169

State of Oklahoma, ex rel. Department of Transportation,
Plaintiff,

vs.

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

Case No. C-93-126

COMES NOW the undersigned Commissioners appointed by the Judge of this Court to inspect the real property hereinafter 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 21st day of June, 1993, said Commissioners took the oath prescribed by law, and

STATE OF OKLAHOMA

JUL 21 1993

COURT CLERK

McClain County, Oklahoma
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 $14,516.50

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
300 N. E. 21st Street
Oklahoma City, Oklahoma 73106
IN WITNESS WHEREOF, we have hereunto set our hands on this 21st day of __________, 1993.

COMMISSIONERS:

[Signatures]

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


[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 McClellan 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 McClellan 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
McClellan County

Filed for record on this 15 day of July A.D. 1973
at 10:00 a.m., Recorded in Book 1252, page 107
Phyllis Bennett, County Clerk

By

Return to Dept. of Trans.

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

Exhibit A
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...
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

I HEREBY CERTIFY THAT THE ForEIGN IS
TRUE, CORRECT AND COMPLETE COPY OF THE
INSTRUMENT HEREBY SET OUT AS IT APPEARS
ON RECORD IN THE COURTROOM OFFICE OF
MACLAN COUNTY, OKLAHOMA.

COURT CLERK

646635

C-19
Approved:

Cydnee Campbell, OBA #14688
Williams, Box, Forshie, Synar
& Bullard
522 Colcord Drive
Oklahoma City, OK 73102-2202
(405) 232-0080
ATTORNEY FOR PLAINTIFF

James R Branum
Box 1296
Newcastle, OK 73065
(405) 387-9876
ATTORNEY FOR DEFENDANT
DELANE KEEF and BETTY KEEF

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 for
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73106
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:

1. ____________________________ for the sum of $ ____________________________
2. ____________________________ 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 no claim or interest in said certificate, which was the least quantity of the tract above described, having been legally advertised for sale for said taxes, costs and charges, as above specified, and had been duly assessed and properly charged on the books of said County and that said lands had been legally advertised for sale for said taxes, costs and charges, NOW THEREFORE, this indenture shall be between the State of Oklahoma, by ____________________________ , Treasurer of said County, of the first part, and the said ____________________________ , of the second part.

WITNESSETH, that the said party of the first part 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 ________________, 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 ________________, Treasurer of ________________, State of Oklahoma, 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 hereinbelow described, hath granted, bargained and sold, and by these presents doth grant, 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 sold 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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<td>City, Town, or Township</td>
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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) By ________________________________ County Treasurer
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, witnesses, 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 separately described tracts, parcels, or lots of land 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 bid (in each)</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)

STATE OF OKLAHOMA

By _____________________
County Treasurer
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 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 Oklahom, which notice embraced a description of the property, the amount bid therefor in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Treasurer, at his office in the Court House in County, Oklahoma, on the day of , the same being the date stated in the foregoing notice, did announce that the hereinbefore described tract, parcel, or lot of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised said all other bids offered on the day above mentioned, ascertain officially that had offered the highest competitive bid, and did declare the same 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 , and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinbefore described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said having 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 accruing 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 , 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 has 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 therunto belonging, to the said Party of the Second Part, his heirs, and assigns forever, in as full and ample 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 County of , has hereunto 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 on the ______ day of each succeeding month thereafter until the full amount is paid, including interest at the ANNUAL PERCENTAGE RATE OF ______ % from this date until paid, together with a reasonable attorney's fee each time this contract is placed in the hands of an attorney for collection or enforcement by the first party after default by the second party.

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 to 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 rentals 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 ________________ to me known 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 use 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

AGreement made the __________ day of ________________________, 19____, between

______________________________________________ the Seller(s)

______________________________________________ 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 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 so delivered 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 should fail to perfect title in said time this agreement shall at the option of the Buyer become null and void, and所有 losses paid by the Buyer heretofore 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 instalments of special assessments due or delinquent against said property on date of delivery of deeds, 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 ________________, ________. Taxes for current year to be pro rated 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 Agent ____________________________________________ C-27
TIMBER SALE CONTRACT

Weyerhaeuser Co. (Name of Purchaser)

1.701 (I or WE)

Weight City, OK (Post Office), hereinafter called the purchaser,

agrees to purchase from Randy McCarty (Seller's Name or Names) of 360 Horseshoe Tr'l

(legal description) (Post Office)

Aledo, TX 76008 (State), hereinafter called the seller, the designated

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

Twp. _______SN Range 25E _______, County of LeFlore _______, State of Oklahoma located on NO 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.

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 (March, 1994 Date.)

2. To do all in his power to prevent and suppress forest fires on or threatening the sale area.
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  )
COUNTY OF ____________) ss:

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
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.

C-30
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 )
)SS:
COUNTY OF ________ )

Before me, __________________________ to 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
MEMORANDUM OF TRUST

"THE RUTH M. PEERY FAMILY TRUST"

State of Oklahoma
County of ____________

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 23 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 person or other legal entity with respect to the
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; to buy, sell, mortgage, exchange, lease, let, hold for investment or otherwise, use, 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.

ADDRESS
124 S. Main St.
Perkins, Oklahoma 74059

CIMARRON VALLEY DEVELOPMENT CORPORATION

103 North Dewey
Chandler, Oklahoma 74834

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: ![](signature)

Harland B. Wells, President

COUNTY CLERK
OFFICIAL SEAL

PAULE COUNTY, OKLA.
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 6 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 3' 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 aforegranted 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.

SUPERIOR FEDERAL BANK, FSB

George Neihouse, Vice President

Mary R. Tatum, Assistant Secretary

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

[Stamp]

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

Laurie' Mitchell

PAGE 408 MAR 7 1991 AT 9:50:51 PM

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.

Laurie Mitchell
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).
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.

Witnesseethat 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 __________, 19__, to the ________ day of __________, 19__, 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 sublet 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 in the first part ________ and in as good condition as they now are, the usual wear and tear and damage by fire or other unavoidable casualty excepted;

3. That upon the failure of the second part ________ to pay the rent due or any part thereof as herein provided, or in otherwise comply with the terms and conditions of this lease, then the first part ________ may declare this lease thereby null and determined, 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:

6. That the covenants and agreements of this lease shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto where the context hereof requires or admits;

7. That ________

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

________________________

________________________

________________________

________________________

________________________

________________________
LEASE or RENTAL CONTRACT

THIS INDENTURE, made on the __________ day of __________, 19____

by and between

__________________________ of the first part, and

__________________________ of ____________________________

of ____________________________ of the second part.

WITNESSETH, that the said parties do hereby lease and lease to said party, the following described property, viz:

In ____________________________ County, State of Oklahoma, with appurtenances thereunto, for a term of ____________________________ commencing the __________ day of __________, 19____.

and ending the ____________________________ day of ____________________________ 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 obligate ____________ heirs and assigns, as follows, to-will:

To cultivate the land to be cultivated in good and proper manner, to allow no waste of feeding or timber, nor demand in any building thereon, natural wear and tear or damage by the elements; to, take good care of the growing livestock, and protect them from livestock, to carefully protect said premises from danger of fire, by plowing 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 premises, buildings, fruit or other crops, 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 planted thereon during said term; and in case of such waste or removal of such improvements to at once give demand of said first party and perform all unnecessary damage to said premises; to keep said premises and all improvements thereon in good repair without expense to said first party, to yield and deliver up such 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 except-

Special covenants:

Said second part ____________ hereby agrees to pay to the part ____________ of the first part, or ____________ authorized agent, the following rental fee, to-will:

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

__________________________________ (SEAL)  ____________________________ (SEAL)

__________________________________ (SEAL)  ____________________________ (SEAL)
Assignment of Oil and Gas Lease

Know All Men by These Presents:

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

(hereinafter called Assignor), do hereby assign, transfer and set over unto Atlantic Richfield Company, a Delaware corporation, a single-man, single-man, 3233 Liberty Tower, Oklahoma City, OK 73102

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated December 12th, 1979, recorded in Book 276, pages 220, in and as said lease covers the following described land in
t
t Township 6 North; Range 23 East;
Section 12; E/2

STATE OF OKLAHOMA, COUNTY OF WALKER - I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT
BOOK 976, PAGE 2, OCT 16, 1989 AT 12:00 O'CLOCK

Alan E. Nettles, County Clerk

EXECUTED this 30th day of December, 1988

R.J. DINGER OIL & GAS PROPERTIES

Robert J. Dingel, 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. Dingel, partner of R.J. Dinger Oil & Gas Properties

My commission expires 8-7-89

SUSAN M. SChEll

My commission expires

C-43
NOW ALL MEN BY THESE PRESENTS:

That the undersigned being the owner of a certain oil and gas lease dated 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 covers 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 COUNTY OF } as. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of 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 COUNTY OF } as. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of 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, deponent and says that he is

as referred to in an oil and gas mining lease dated ___________ day of ___________ 19________ and which lease is recorded in Volume ___________ Page ___________ of the County records of ___________________________ County,

and which said lease covers the following described lands, to-wit:


And further, deponent says that on ___________ day of ___________ 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 ___________________________ DOLLARS, ($_____________), 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

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 ___________________________ 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

C-45
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
of the ______________ Records of ______________ County,

In so far as it covers the following described land in ______________ County,

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

we, ___________________________, do hereby sell, convey, transfer, and assign the above described oil and gas lease in so far as it affects the above described land, and do hereby lease, convey and let said land unto

and end of as hereinabove described, to and under all of the terms and provisions of said lease, and to be paid land, as hereinabove described that said lease is now in full force and effect that pursuant has been duly made of the entire bonus consideration and all of the other rental requirements in evidence and same to the next rental period due on said lease or any subsequent grants that any such rentals which may be paid under the terms of said lease will remain to the proper designated land may be applied in full

<table>
<thead>
<tr>
<th>CREDIT TO</th>
<th>ADDRESS</th>
<th>AMOUNT</th>
</tr>
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</table>

and that payment as herein, at the amount above set forth opposite his name, directly or to the credit in the escrow account at the expense and in the manner specified in said lease, will be paid in full and effect according to the terms provided, that if an amount so set forth opposite his name, then payment of the same above set forth in the order provided, or their successors in interest, will be made said lease. This instrument shall be fair binding upon, and otherwise as to the interest of, each of the above named parties and shall be void in execution or lack of execution by the parties or by any other person whatsoever.

We, and each of us, hereby release and waive all rights of sever and insurable in the above identified land, and the provisions herein shall be binding upon the heirs, legatees, assigns, and assigns of each of us.

WITNESS our hands and seals this ______ day of ______.

__________________________

__________________________

__________________________
STATE OF ____________________________ \nCOUNTY OF ____________________________ \n
BE IT REMEMBERED, That on the day of , 19___ before me, a Notary Public, in and for said County and State, personally appeared

____________________________________
In my opinion to be the identical person described in and who executed the will 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 ____________________________ \nCOUNTY OF ____________________________ \n
BE IT REMEMBERED, That on the day of , 19___ before me, a Notary Public, in and for said County and State, personally appeared

____________________________________
In my opinion to be the identical person described in and who executed the will 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

STATE OF ____________________________ \nCOUNTY OF ____________________________ \n
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

____________________________________
In my opinion to be the identical person described in and who executed the will and foregoing instrument 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 therein 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 ____________________________ \n
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

____________________________________
In my opinion 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 , 19___

THE STATE OF TEXAS, County of ____________________________ \n
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

____________________________________
In my opinion 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 acknowledged same 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 , 19___

C-47
MECHANIC'S LIEN
STATEMENT OF CLAIM

STATE OF OKLAHOMA  )
COUNTY OF____________ )

Know all men by these presents: That I _____________________________ have a claim

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__

accoriding 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

C-48
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____.

____________________________________

Individual 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.

My commission expires: ___________________________

Notary Public
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

ACCFORM.37

C-51
STILLWATER NATIONAL BANK AND TRUST COMPANY, a National Banking Corporation,

Plaintiff,

v.

DELORES A. MUELLER, TRUSTEE OF, THE MUELLER CHILDREN'S TRUST,

Defendant.

No. CJ-94-394

AFFIDAVIT OF JUDGMENT

STATE OF OKLAHOMA )
COUNTY OF PAYNE )

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 JUDGMENT & COSTS
Delores A. Mueller, Stillwater National Bank & $9,652.22
Trustee of Trust Company plus per diem
The Mueller Children's Trust interest of
$2.54 and
attorney fees
of $750.00

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:

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

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

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

☐ 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

AOCTFORM.77A

Adopted October 1, 1993

C-54
REAL ESTATE MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS:

That: JERRY FORD AND MARY FORD

hereinafter called Mortgagee, whether one or more, have mortgaged,

and hereby mortgage, to

JACK HARRIS AND VIRGINIA HARRIS AS JOINT TENANTS

hereinafter called Mortgagor, whether one or more, the following described real estate and premises, situate in

LEFLORE

County, State of Oklahoma, and:

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

with all the improvements thereon and appurtenances thereto belonging and which the title is to the same.

This mortgage is given to secure the payment of the principal sum of FOURTEEN THOUSAND AND NO/100-------

9-20-01

The mortgagee further agrees to maintain insurance insurable in, and for the benefit of, the mortgagee upon the building on said premises in the amount not less than the buildings now due the mortgagee. The mortgagee further agrees to pay all taxes and assessments upon and permitted before the same become delinquent, and to keep the premises in good repair until the same become delinquent, in event of the failure of the mortgagee to do, the mortgagee may enter the premises and pay such taxes, assessment or other here, and shall have a ten percent interest for the amount thereof with interest thereon at the rate of ten percent, per annum.

In event the mortgagee demands in the amount of said improvements, or fails to perform the other covenants and agreements herein, the mortgagee may foreclose this mortgage, as provided by law; and as after all proceedings shall be taken to foreclose this mortgage, the mortgagee agrees to pay to the mortgagee a sum equal to ten percent of the amount due, as necessary's lien, to maintain as above stated, which shall be a further ten percent interest. Upon the due payment of said improvements and the performance of other covenants and agreements herein, the mortgagee shall become null and void.

The mortgagee, in event of a bankruptcy or other bankruptcy of said principals, or any at the option of the mortgagee to be declared when the position to foreclose to fixed,

Signed and sealed this 20th day of JUNE 94

[Signature]

Jerry Ford

[Signature]

Mary Ford

State of Oklahoma, County of LeFlore, ss:

Before me, a Notary Public, in and for said County and State, on this 20th day of June, 1994

Jerry Ford and Mary Ford, h/w

[Signature]

Betsy Chapman

Notary Public

My Commission expires

6/10/86

ROBERTS ABSTRACT CO., INC.

Box 250 -- Phone 417-7297

POTEAU, OKLAHOMA 74952
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 17, 1994, by ROBERT KEITH DARNEAL AND RUTH DARNEAL, HUSBAND AND WIFE, ("Borrower"), to FIRST NATIONAL BANK OF HEATHER, 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, HEATHER, OKLAHOMA 74937 ("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, if not paid earlier, due and payable 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 (e) 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 LEOFLORI COUNTY, OKLAHOMA:

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

which has the address of Oklahoma 74931 ("Property Address").
ASSIGNMENT OF REAL ESTATE MORTGAGE

2333

(Corporation Form)

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

GE CAPITAL MORTGAGE SERVICES, INC.

that certain real estate mortgage, dated MAY 16, 1994
executed by ROBERT E. SIMMS AND DAYNA TADLOCK SIMMS, HUSBAND AND WIFE

to MCCLAIN COUNTY NATIONAL BANK
recorded in Book 466, Page 211, of the records in the office of the County Clerk of PAPIER COUNTY, State of Oklahoma, together with the note, debts and claims thereby secured, covering the following described real estate in said County,

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

Delivered this MAY 19, 1994

By: TOM SHERMAN

Secretary VICE President

STATE OF OKLAHOMA
COUNTY OF PAWNEE

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

Notary Public

My Commission Expires 3-7-98

C-57
RELEASE OF MORTGAGE

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

________________________________________________________________________________________________________________________________________
to: __________________________________________________________________________________________________________________________

and which is recorded in Book ___________________ Page ___________________ 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 ___________________ in and for the County and State aforesaid, 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 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 (Corporate Form) #9526 7-96

C-58
RELEASE OF REAL ESTATE MORTGAGE BY CORPORATION

STATE OF OKLAHOMA.

Count of ________________

__________________________________________, 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  By _____________________________, President

STATE OF OKLAHOMA.

Count of ________________

__________________________________________, 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 .

___________________________________________

Notary Public.

My commission expires _____________________________, 196 .
WAIVER OF PRIORITY OF MORTGAGE LIEN

Whereas, the undersigned of the 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 st 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.

Attest:

STATE OF OKLAHOMA SS:

COUNTY OF

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 SS:

COUNTY OF

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 ____________________________ SS
COUNTY OF ____________________________

BE IT REMEMBERED, That on this ______ day of __________________________, A.D. ______, 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
and deed for the purposes therein set forth.

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

My commission expires:

STATE OF ____________________________ ss:

On this ______ day of __________________________, A.D. ______, before me, the undersigned, a Notary Public

in and for the county and state aforesaid, personally appeared

__________ the person to whom the within instrument is addressed, and acknowledged to me that ______ executed the same as ________ free and voluntary act and
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:

STATE OF ____________________________ ss:

Before me, __________________________, a Notary Public in and for said County and State on this ______ day of ______________, A.D. ______, personally appeared

______________________________________

to me known to be the identical person ______ who executed the within and foregoing instrument by ______ mark in my

presence and in the presence of ______

as witnesses and acknowledged to me that ______ executed the same as ________ free and voluntary act and
and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereto set my hand and official 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.

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 ______ 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. ______.

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

_______ the person ______ whose name ______ 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. ______.

C-61
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 $_____________ (1)_________ and other good and valuable considerations, paid by the County of Osage, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said County of Osage, a personal easement across, including all damages and building of fences, over and under the following described lots or portions 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 use, 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(s) herein named hereto set their hand and seal this the _______________ day of __________________________, 19__________

State of Oklahoma 1

____________________________

County 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, known to be the identical persons who executed the within and foregoing instrument and each for themselves acknowledge 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 __________________________ day of __________________________, 19__________
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 lots 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 hereinbefore 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 _______.
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 indorsed 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 conforming 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 , 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 release, waive, 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

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 form 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

Laid to All Men by These Present:

That

of ________________ County, State of ________________ part ________________ of the first part, is consideration ___ DOLLAR ____________

and, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto ________________ County, State of ________________ part ________________ of the second part, the following described real property and premises situate in ________________ County, State of ________________ to wit:

PREMISES

____

Appurtenances

Together with all the improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

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

Signed and delivered this ________________ day of ________________, 18__

Execution

Acknowledgment

OKLAHOMA JURISDICTIONAL ACKNOWLEDGMENT

Nineteen, a Notary Public in and for said County and State on the ________________ day of ________________, personally appeared ____________________________

to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that ____________________________ swore and subscribed to said for the use and purpose thereto set forth.

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

My commission expires ________________ Notary Public

Seal