

Deed #58

WARRANTY DEED

Special Form

All Men by These Presents:

That THE AMERICAN FIRST TRUST COMPANY

a corporation

of Oklahoma County,State of Oklahomapart Y of the first part, in consideration of thesum of One and No/100 ----- DOLLARS

in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto

THE CITY OF OKLAHOMA CITYof Oklahoma County, State of Oklahoma, part Yof the second part, the following described real property and premises situate in OklahomaCounty, State of Oklahoma, to-wit:

Block Forty-three (43) of Creston Hills Addition
to Oklahoma City, Oklahoma, as shown by and subject
to the conditions and restrictions of the recorded
plat thereof

This conveyance is made upon the express condition
that the property herein described shall be maintained
and used for park or public purposes only.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title
to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mort-
gages and other liens and incumbrances of whatsoever nature made or suffered to be made by the party
of the first part.

TO HAVE AND TO HOLD said described premises unto the said part Y of the second
part, its successors and assigns forever.

Signed and delivered this 25 day of February 1929

THE AMERICAN FIRST TRUST COMPANY IN OKLAHOMA CITY

ATTEST:

By

vice president

Secretary

received by City of Oklahoma City
March 5 1929
M. C. C. Jr.
city clerk

Box # 58

DAY FEZLER, PRESIDENT
FRED JONES, VICE-PRESIDENT
C. K. REIFF, SUPERINTENDENT OF SCHOOLS
R. M. SORUGGS, TREASURER
FRANK WILKINS, ATTORNEY

THE BOARD OF EDUCATION

OF THE CITY OF

OKLAHOMA CITY, OKLAHOMA
400 NORTH WALNUT AVENUE

January 25, 1934

J. G. STEARLEY,
CLERK-BUSINESS MANAGER

MEMBERS:

E. E. DORSEY
EARL FOSTER
DELL MILLER
ELLA R. POOLE, (MRS. J. S. POOLE)
R. H. PRIDE
OTTO ROSE
ED W. SPIVEY

Deed #58

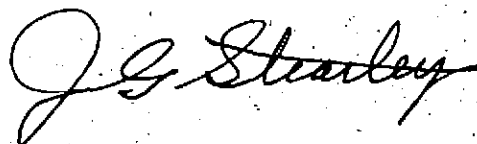
Hon. O. M. Mosier
City Manager
City Hall
Oklahoma City, Oklahoma

Dear Mr. Mosier:

We are returning to you, herewith,
Quitclaim Deed and copy of agreement covering
transfer of Creston Hills property.

We have retained the original agree-
ment for our files.

Yours very truly,



J. G. Stearley
Clerk-Business Manager

JGS:P:S

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the Board of Education of the City of Oklahoma City, Oklahoma, first party, and the City of Oklahoma City, Oklahoma, second party, WITNESSETH:

THAT, WHEREAS, heretofore the first party has proposed to furnish the sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS for the purpose of improving a certain portion of Lot A, Creston Hills Addition to the City of Oklahoma City, under the direct supervision of the Park Superintendent of second party, and in accordance with the plans and specifications drawn by said Park Superintendent and approved by the Park Board; and

WHEREAS, the City Council of second party has heretofore authorized, by resolution, the Mayor and Clerk of second party to convey to the first party the following described part and parcel of said Lot A, Creston Hills Addition to the City of Oklahoma City, Oklahoma, to-wit:

Beginning at a point at the Northeast corner of the curb line of Park Lot A, Creston Hills Addition, thence west along the curb line 180 feet, thence south parallel with the west line of Park Lot A, 115 feet, thence east parallel with the north curb line of Park Lot A 180 feet, thence north 115 feet to the point of beginning.

NOW, THEREFORE, it is understood and agreed that the deed, conveying said property by second party to first party, shall be placed in the FIRST NATIONAL BANK AND TRUST COMPANY of Oklahoma City, to be held in escrow therein by said bank pending the carrying out of the improvements heretofore mentioned and the payment therefor by first party, and first party hereby agrees to pay out said money as directed by the Superintendent of the Park Board, and that upon the completion thereof, both as to improvements and payments of said sum

heretofore set forth, said deed so placed in escrow shall be delivered by said bank to first party.

IT IS FURTHER AGREED that, whereas, heretofore on or about the 24th day of June, 1933, a similar agreement to this was made and entered into between the same parties with reference to a portion of said Lot A, being described as follows, to-wit:

Beginning at the southeast corner of said Lot A, and running in a northerly direction along the east line of said Lot A, 200 feet, thence west parallel with the south line of said Lot A, 156 feet, thence south to the north line of lot 23, in Block 24, of said Creston Hills Addition, thence east along the north line of said Lot 23, to the northeast corner of said Lot 23, thence south along the east line of said Lot 23 in Block 24, Creston Hills Addition, to the southeast corner of said Lot 23, thence in an easterly direction along the south line of Lot A, to the place of beginning.

and,

WHEREAS, a quit claim deed was executed by the second party herein to the first party herein covering the last described property and no work was done according to the terms of said agreement, and said deed has either been misplaced or lost, and

WHEREAS, the matter with reference to the same should be cleared up and adjusted:

NOW, THEREFORE, IT IS FURTHER AGREED that the first party herein shall, at the time of the execution of this agreement, also execute and deliver to second party a quit claim deed to the property last described herein.

WITNESS our hands and seals this 24 day of Jan., 1938.

By Way Flyler
President.

~~ATTEST:~~

ALPHEA.
J. G. Steasley
Secretary.

By Don E. McHugh
Mayor

ATTEST:

M. Peshek
City Clerk.
12-5-33

Коллман

J. E. Quinn
Ass't Municipal Counselor.

Q U I T C L A I M D E E D

THIS INDENTURE, made this 24th day of June, 1933, between the City of Oklahoma City, Oklahoma, a Municipal Corporation, of the first part, and the Board of Education of the City of Oklahoma City, Oklahoma, of the second part, WITNESSETH:

WHEREAS, the second party has heretofore proposed to pay out and expend the sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS in improving all of Lot A, Creston Hills Addition to Oklahoma City, Oklahoma, except that portion hereinafter described; and

WHEREAS, the first party has heretofore by resolution, passed and approved on the 2nd day of August, 1932, by the City Council of first party, authorized the execution and delivery of a conveyance of the property hereinafter described.

NOW, THEREFORE, said first party, for the consideration heretofore mentioned, has quiteclaimed, granted, bargained, sold and conveyed, and by these presents does for itself and its successors quitclaim, grant, bargain, sell and convey unto the party of the second part and to its successors, forever, all of the right, title, interest, estate, both at law and equity in and to all of the described property situate in Oklahoma County in the State of Oklahoma, to-wit:

Being that part and parcel of Lot A, Creston Hills Addition to Oklahoma City, Oklahoma, more particularly described as follows:

Beginning at the Southeast corner of said

Lot A, and running in a northerly direction along the east line of said Lot A, 200 feet, thence West parallel with the South line of said Lot A, 156 feet, thence South to the North line of Lot 23, in Block 24, of said Creston Hills Addition, thence East along the North line of said Lot 23, to the Northeast corner of said Lot 23; thence South along the east line of said Lot 23 in Block 24, Creston Hills Addition, to the Southeast corner of said Lot 23, thence in an easterly direction along the South line of Lot A, to the place of beginning,

together with all and singular hereditaments and appurtenances thereto belonging.

To have and to hold the above described property unto the said party of the second part, its successors and assigns, so that neither the first party, or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises, above described, or any part thereof; but that it, or any successor of it by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said name of the party of the first part is hereonto subscribed and its seal attached the day and year first above written.

THE CITY OF OKLAHOMA CITY,
OKLAHOMA.

BY: 
MAYOR.

ATTEST:


CITY CLERK.
6-27-33

APPROVED as to form this 24 day of June, 1933.


ASS'T MUNICIPAL COUNSELOR.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
OKLAHOMA COUNTY)

Before me, the undersigned, a Notary Public within and for said County and State, on this 27 day of June, 1933, personally appeared C. J. Blinn, to me known to be the Mayor of the City of Oklahoma City, Oklahoma, and the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Oklahoma City, Oklahoma, as his free and voluntary act and deed, and as the free and voluntary act and deed of such Municipal Corporation, for the uses and purposes therein set forth.

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

Alfred M. Elroy
NOTARY PUBLIC.

My commission expires the 23 day of July, 1933.



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