

Seed 61
(FIFTY THOUSAND DOLLARS (\$50,000.00) IN APPROVED
SECURITIES ARE DEPOSITED WITH THE STATE TREAS-
URER PURSUANT TO SEC. 4207 C.O.S., 1921).

(AFFILIATED WITH THE FIRST NATIONAL BANK AND
TRUST COMPANY OF OKLAHOMA CITY)

UNDER SUPERVISION OF THE BANK COMMISSIONER
OF THE STATE OF OKLAHOMA.)



OWNER'S GUARANTY
(STANDARD FORM)

The American-First Trust Company in Oklahoma City

OKLAHOMA CITY, OKLA.

(CAPITAL \$600,000.00)

NUMBER

0-4334

DOLLARS

\$30,000.00

THIS GUARANTY WITNESSETH:

That THE AMERICAN-FIRST TRUST COMPANY in Oklahoma City, called Guarantor, for value received, and the further consideration of acceptance by the Beneficiary of the provisions hereof hereby guarantees - - -The City of Oklahoma City- - - -its heirs,

devisees, or successors, against loss not to exceed Thirty-thousand and No/100 - Dollars (\$30,000.00), which the Beneficiary shall sustain by reason of defect of defects existing in the title, estate or interest set forth in Schedule "A", hereto attached, at the date and time specified in said Schedule "A" or by reason of liens or encumbrances affecting the same at said date and time, excepting the defects, liens, encumbrances or other matters set forth in Schedule "B", hereto attached, and subject to the Conditions and stipulations hereto annexed, which schedules, conditions and stipulations are hereby made a part of this Guaranty.

This Guaranty indemnifies the Beneficiary against actual loss to him resulting from claims against his warranty given at the time he disposes of said title because of matters existing against the title to said estate or interest prior to the date and time specified in Schedule "A" and covered by this Guaranty, and subject to all provisions hereof; and it is issued because of and in consideration of the representation and application made by or on behalf of the Beneficiary; and a certain written application (Bearing No. 0-4334), and the provisions of which are made a part of this Guaranty.

This Guaranty is not assignable; but upon subsequent transfers of the within property, application should be made by purchaser for a new investigation of title and a re-issue guaranty at appropriate rate covering title to the later date.

IN WITNESS WHEREOF, The American-First Trust Company in Oklahoma City has caused its name to be subscribed to this Guaranty by its Vice-President, and its corporate seal to be hereto affixed, attested by its Secretary, the - -2nd-- day of - -April - -, 1931, at Oklahoma City.

THE AMERICAN-FIRST TRUST COMPANY
IN OKLAHOMA CITY

By [Signature]

Vice-President.

ATTEST.

T. A. McConnell
Secretary.

0-4334

Page No. One, Guaranty No.
The American-First Trust Company.

CONDITIONS AND STIPULATIONS

(STANDARD FORM)

1. Every term herein having reference to one or more Beneficiaries shall be interpreted as singular when there is only one Beneficiary; otherwise it shall mean one or more or all of them.

2. The Guarantor will, at its own cost and charge, defend the Beneficiaries in all actions of ejectment or other actions or proceedings founded upon any claim of right, title, encumbrance or defect which existed, or is claimed to have existed, prior to the date and time of the estate or interest described in Schedule "A" of this Guaranty and not excepted herein. The Beneficiaries are hereby bound to give it the right and written authority as and when suitable to it, upon demand, to defend all such actions or proceedings continuously to final judgment before, upon or after appeal, and unqualifiedly to represent them therein, and to give it all reasonable assistance. However, there is reserved to the Guarantor hereby the option of procuring settlement of any such action or proceedings or release of any such claim by settlement or otherwise or of paying to the Beneficiaries its liability in full.

3. If any such actions or proceedings are begun, the Beneficiaries agree and are bound to notify the Guarantor in writing of such fact as soon as they shall have notice or knowledge thereof; and in the same manner and time to notify the Guarantor of any encumbrance, question, cloud or claim affecting said estate or title of which the Beneficiaries may at any time have any information; and to give such notice within ten (10) days after service of first summons or other process in any such actions or proceedings, or after receipt by any of the Beneficiaries of any such notice, knowledge or information, and the Beneficiaries agree and are bound to see that the Guarantor shall not in any way, through the fault of any Beneficiary, be prevented or hindered in preparing for or making any defense or settlement which may seem proper to it.

4. The Beneficiaries agree and are bound to accept any payment or tender to them at any time of a sum or sums sufficient to satisfy their claim in full, and to indemnify the Guarantor at any time to its satisfaction from all loss or damage to it which in its judgment might arise from conflicting interests or claims of Beneficiaries. Any payment or liability to them at any time shall be in the proportions and as their interests may appear.

5. Whenever the Guarantor shall have settled in full or in part in any manner its liability hereunder, and as often as, and when any part thereof, is in any way settled, it shall be entitled to be and hereby is subrogated to all interests, rights, remedies and claims, of the Beneficiaries heretofore existing or arising at any time in any way in connection with said interest, estate or properties and any warranties to the Beneficiaries in connection therewith, and fully to the extent necessary to reimburse it for all sums expended or contracted in connection with any such settlement, including attorney fees and all costs and expenses; and the Beneficiaries agree and are bound at times and in manner suitable to the Guarantor to assign to it, contingent upon any such settlement, all such interest, rights, remedies and claims, and to permit and empower it in writing, upon demand from it, to use their names and act for them in any reasonably necessary manner in connection therewith; and the Beneficiaries warrant that the rights of subrogation contemplated herein shall vest in the Guarantor in no way adversely affected by any acts or omissions or claims at any time of the Beneficiaries; and any sums received by the Guarantor over and above its Gross Liability shall belong and, upon demand, shall be paid to and accepted by the Beneficiaries as their interests may appear to the Guarantor; but the Guarantor is not bound to endeavor to collect any such excess.

6. This Guaranty does not guarantee against loss to any Beneficiary if it were caused to be issued, wholly or partly, by reason of any fraudulent representation or other fraud made, perpetrated or attempted by the Beneficiaries, directly or indirectly, and any untrue or misleading statement made by the Beneficiaries or their agents with respect to any material fact or facts or any untrue answer to material inquiries in connection with the issuing of this Guaranty; and any suppression of or failure by the Beneficiaries to disclose any such material facts, shall immediately release the Guarantor from all liability whatsoever; but Beneficiaries becoming such after issuance of this Guaranty shall not be affected thereby when they are wholly ignorant and had no notice whatsoever thereof when, or at any time before, becoming such Beneficiaries; nor does this Guaranty guarantee against loss suffered by reason of claims undisclosed of record arising under any act or contract or trust relationship performed, created, suffered or permitted in whole or in part by any such Beneficiary; or against loss suffered by any Beneficiary who is not an innocent and bona fide purchaser or holder for value of an in-

terest in this Guaranty, according to its terms, or of all or part of the estate or interest covered by it; or against loss suffered by any Beneficiary who contravenes, in connection with acquisition of the estate or interest hereby guaranteed, any law of the United States establishing a uniform system of bankruptcy; or against loss suffered or arising in any way in connection with rights of homestead of the spouse of any Beneficiary; or in connection with any refusal of any party to carry out any contract or obligation whatsoever in connection in any way with said real property or the estate or interest covered hereby.

7. It is agreed this Guaranty does not cover any loss or damage resulting from unpaid taxes or special assessments which are not yet apportioned or assessed or due or payable, or any loss or damage resulting in any way from any easements conveyances, encumbrances, agreements or liens not regularly of record upon the date and time specified in Schedule "A".

8. It is agreed no claim shall arise under this Guaranty until the Beneficiaries are finally and fully dispossessed or evicted from the property or estate covered hereby or from some part thereof, or from some undivided share or interest therein, pursuant to a final judgment or decree duly affirmed in a court of competent and final jurisdiction, or until there has been a final judgment in a court of competent and final jurisdiction adverse to the estate or interest as herein guaranteed upon a question, claim, lien, estate, charge or encumbrance under which the interest of the Beneficiaries may lawfully be wholly or partly divested by a sale under execution; and any payment for any purpose under this Guaranty shall immediately reduce the Guarantor's liability hereunder pro tanto.

9. The Beneficiaries agree that if this Guaranty shall be lost or destroyed, indemnity must be furnished to the satisfaction of the Guarantor before any payment hereunder is made.

10. This Guaranty is issued under the express condition and agreement that in all events it shall be null and void after fifteen years from its date, unless sooner terminated, and that no action shall be brought hereunder unless same is brought within fifteen years from such date.

11. It is specifically agreed and contracted that the Guarantor shall not be liable for any sums contracted or incurred at any time by the Beneficiaries without the consent of the Guarantor in advance and in writing over the signature of one of its principal officers.

12. As part and principal consideration for the issuance of this Guaranty and in accepting it, the Beneficiaries acknowledge themselves to be contracting parties hereto and specifically covenant to be bound by and strictly to perform or omit to perform every condition and stipulation herein according to its true intent and meaning; and it is specifically understood and provided that any failure whatsoever by them shall void this Guaranty immediately and immediately release the Guarantor from all liability hereunder; and they waive any claim, in such event, to return of any part of the said cash premium which shall go to the Guarantor as additional compensation to it for consideration and investigation of the said title; and all proper provisions hereof shall bind the heirs, executors, administrators, successors and authorized assigns of the Beneficiaries and shall inure to the benefit of and be available to the successors of the Guarantor, and no failure or delay on the part of the Guarantor at any time to exercise any rights or options hereunder shall be a waiver of the right to exercise same.

13. This Guaranty extends to and covers actual loss upon the warranty of the Beneficiaries, indemnifying them from any such loss upon their warranties, not to exceed the lowest maximum liability provided herein, by reason of defects in or claims against the said title, estate or interest claimed to exist prior to the date and time specified in said Schedule "A", but the liability of the Guarantor hereunder upon such warranties shall not be in addition to satisfaction furnished by it because of liabilities for other reasons contemplated herein, and when it has once satisfied to any Beneficiary in any way any part of its liability arising from any cause, then to that extent its liability for all causes hereunder is determined and finally satisfied.

14. No representations, agreements or provisions whatsoever not regularly executed in writing over the corporate signature of the Guarantor shall be a part of this Guaranty or shall bind the Guarantor in any connection herewith.

15. This guaranty necessarily relates solely to the title prior to and including the date and time shown in Schedule "A".

Schedule "A"

1. Subject to all the conditions, provisions and exceptions of this entire Guaranty, the estate or interest covered is as follows:

Fee simple title to the property described below is vested in G. A. Nichols, Inc., on April 2nd, 1931 at seven o'clock A. M. * * * * *

2. Description of the real estate in respect to which this Guaranty is issued:

Lots one (1) to eight (8), inclusive, and Lots twenty-one (21) to twenty-eight (28) inclusive, Block eight (8), and Lots four (4) to eleven (11), inclusive, Block ten (10), Crown Heights Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof. * * * * *

Schedule "B"

It is specifically conditioned and understood the Guarantor does not guarantee against loss resulting in any way from the following; which do now or may hereafter exist:

1. Rights or claims, of parties in possession not shown of record; questions involving any boundaries, quantities, locations or measurements of lands, or any locations or extensions of improvements, largely dependent on actual survey for determination. Roads or easements, public or private, or any rights in connection therewith not shown of record.

2. Taxes and assessments which have not become a lien up to the date of this Guaranty, or which are payable in future installments and not yet due and payable.

3. Liens arising from claims for labor or material not shown of record.

4. Restrictions, provisions, or grants, if any, in any plat or dedication, and ordinances, laws or regulations enacted by governmental authority. * * * * *

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The City of
Oklahoma City

April 18, 1931.

OFFICE LETTER

To the Mayor and Council,
Oklahoma City, Oklahoma.

Gentlemen:

I have examined the abstract covering Lots 1 to 8, both inclusive, and Lots 21 to 28, both inclusive, in Block 8, and Lots 4 to 11, both inclusive, in Block 10, Crown Heights Addition to Oklahoma City, and on April 2, 1931, 7 a.m., the date of the abstracter's certificate, fee simple title to this property was vested in G.A.Nichols, Inc.

There is attached to the abstract a warranty deed from G. A. Nichols, Inc. to the City of Oklahoma City covering the above described property, and also a guaranty of title to the same by the American-First Trust Company.

Very truly yours

W. H. D. Sweeney
Asst. Municipal Counselor.

W.

WARRANTY DEED

#61

Know All Men by These Presents;

April 8th, 1931.

That G. A. NICHOLS, INC.,

a Corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma, whose principal place of business is in Oklahoma County, State of Oklahoma, party of the first part, in consideration of the sum of -----

One Dollar and other valuable consideration DOLLARS (\$XXXXXXXXXX)

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

of Oklahoma County, State of Oklahoma, part of the second part, the following described real prop-

erty and premises, situated in Oklahoma County, State of Oklahoma, to-wit: Lots One (1) to Eight (8), both inclusive, and Lots Twenty-one (21) to Twenty-eight (28), both inclusive, in Block Eight (8) and Lots Four (4) to Eleven (11), both inclusive, in Block Ten (10) in Crown Heights Addition to Oklahoma City, Oklahoma, as shown by the recorded plat thereof,

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

TO HAVE AND TO HOLD said premises unto the said part y of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens encumbrances of whatsoever nature; ~~except~~

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its President, its corporate seal to be affixed and attested by its Secretary at Oklahoma City, Oklahoma, the year and day first above written.

G. A. NICHOLS, INC.,

By

G. A. Nichols

President

Attest:

J. M. Coyle

Secretary.

Accepted by City Council
April 17-1931

City Clerk