

at the time of his death .

GIVEN under my hand and seal of this Court this 14th day of August 1908 .

N.J. Gubser
Judge of the County Court .

Certificate of true Copy .

State of Oklahoma)
Tulsa County .) SS

I, G.W. Davis Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the instrument hereto attached is a full, true and correct copy of Order confirming sale as the same now appears of record in this office .

Witness my hand and the seal of said Court at Tulsa Oklahoma, this 14 day of Aug 1908 .

Court Seal .

G. W. Davis
Clerk of the County Court .

Filed for record Aug 15 1908 at 10:30 A.M. H.C. Walkley Reg of Deeds (SEAL)

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COMPARED

----- A G R E E M E N T : -----

THIS AGREEMENT made and entered into this 15 day of August 1908 by and between Edward Mc Coy partis of the first part and W.L. North Trustee, party of the second part, witnesseth :

That, whereas, said party of the second part desires to borrow the sum of Twenty-thousand Dollars (\$ 20000.00) on behalf of Henry Kendal College and to give a mortgage to secure said Twenty Thousand Dollars on Block Fourteen (14) of the College Addition to the City of Tulsa, Tulsa County Oklahoma, bounded on the North by Fifth street on the East on the East by Butts Street on the South by seventh Street on the West by College Street and that whereas the party of the Second part has heretofore agreed with the parties of the first part that there shall be invested in college buildings and improvements the said sum of Seventy five thousand Dollars (\$ 75,000.00) within two years and seventy five Thousand Dollars (\$75,000.00) additional within ten years from the 26th day of November 1907 and promised and agreed that unless said expenditures had been made that said land should revert to parties of the first part, and agreed in addition to pay parties of the first part the sum of Ten Thousand Dollars (\$10,000.00)

Now, therefore in consideration of the party of the second part borrowing the said sum of Twenty Thousand Dollars (\$ 20,000.00) or so much thereof as he shall be able to borrow and expending same in buildings and improvements on said above described land for the benefit of Henry Kendal College , the parties of the first part hereby consent that said block may be mortgaged by the party of the second part to secure said loan, and agree that as far as said mortgage is concerned they will not claim reversionary interest in said property, and agrees that as far as said mortgage is concerned ~~and that the parties of the first part shall not claim the rights of the mortgagee~~ and his assignee they will not claim a lien or encumbrance of any kind on said premises for their said Ten Thousand Dollars (\$ 10,000.00)