

maturity.

It is stipulated and agreed that the warranty deed executed this day by the party of the first part to the parties of the second part shall be held in escrow, with the Exchange Trust Company, of Tulsa, Oklahoma, pending the payment of said installment notes upon said premises.

It is further agreed that should second parties pay said installment notes as agreed, that said Trust Company shall deliver said warranty deed held by it to the parties of the second part.

It is further agreed that should parties of the second part fail for a period of three months to make a payment on said series of notes that all payments made prior to said default shall be considered as rental for the use and occupancy of said premises, by second parties.

It is further stipulated and agreed that first party shall have the use of the Restaurant building on said premises, free of rent to August 1st, 1922, upon said date first party shall remove said Restaurant building from said premises, at his own expense.

It is stipulated and agreed that should parties of the second part fail to pay the taxes on said premises, for a period of two years, that first party shall have right to declare a forfeiture of this contract, and all payments made prior thereto, shall be considered and deemed as rental, for use and occupancy of said premises.

This agreement shall be binding upon the heirs, executors, administrators and assignors, to the parties hereto.

Witness our hands this 6th, day of February, 1922.

C. E. Woods

Irell M. Smith

Iva Smith

State of Oklahoma)
County of Tulsa) SS:

Before me, Maurice A. Devinna a Notary public in and for said County and State, on this 6th, day of July, 1922, personally appeared Irell M. Smith, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 May 11th, 1923 (SEAL) Maurice A. Devinna, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, July 6, 1922 at 11:10 o'clock A.M.
in Book 406, page 537

By R. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

203872 C.J. **COMPARED**
TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 2.00 and issued
Receipt No. 3040 therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of July, 1922
WAYNE L. DICKEY, County Treasurer

REAL ESTATE MORTGAGE
KNOW ALL MEN BY THESE PRESENTS, that D.H.
Boultt and Effie C. Boultt his wife, of
Tulsa County, in the State of Oklahoma,
parties of the first part, have mortgaged
and hereby mortgage to William VANCE, trustee

of Tulsa County, of the State of Oklahoma, party of the second part, the following described
real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot eight (8) in Block Three (3) in Broadmore Addition to the
City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat
thereof.