

said consideration as heretofore agreed upon, and

WHEREAS, party of second part has this day agreed to pay to first party the additional sum of \$200.00 cash, and assume seven certain promissory notes representing the unpaid balance of \$472.50 on a certain chattel mortgage lien encumbering one certain Buick automobile, securing the payment of eight certain promissory notes calling for the sum of \$67.50 each, executed by Edmond Thatcher and payable to Roth and Brown. upon which there now remains unpaid the sum of \$472.50, and

WHEREAS, the party of the first part is unable to pay said promissory notes as they come due, and

WHEREAS, the party of the first part insists that a full and final settlement be made and reduced to writing on this date, and

WHEREAS, the party of the second part has arranged with one Charles W. Wortman to pay the said promissory notes for her, the said Mattie Archer.

IT IS THEREFORE AGREED by and between the parties hereto that in consideration of the full performance of the covenants hereinafter contained for each party hereto to do and perform, and the payment of said additional \$200.00 and the said balance of \$17.84, and the assumption and payment of said promissory notes.

First: That the party of the second part shall pay to the first party the further sum of \$217.84 cash, the receipt whereof is hereby acknowledged, for and in full consideration of any and all sums and claims of any kind whatsoever, which first party may now have, or may feel that he might have against second party growing out of the sale of said premises in said Warranty Deed described.

Second: That the party of the second part does hereby assume and agree to pay seven promissory notes calling for the sum of \$67.50 each monthly, signed by first party, payable to the order of Roth and Brown, and secured by a chattel Mortgage encumbering a certain Buick automobile purchased from Roth and Brown, by first party.

Third: That the first party will on this day execute and deliver to the second party his Quit Claim Deed, conveying to second party said premises for the purpose and with the express intent of removing any cloud now upon the title to all of said lands because of any unpaid considerations, or from any other source whatsoever.

Fourth: It is further agreed this contract is a full and final settlement between the parties hereto of the sale of said land; that no part of said consideration supporting said Warranty Deed, remains unpaid, except as provided herein, and that said sale was, and is valid, legal and equitable in every respect; that the first party at the time of the execution of said Warranty Deed, had a good and legal right to sell and convey the same.

Fifth: It is further agreed that this instrument contains the entire agreement between the parties hereto, and that all other agreements and contracts, if any exist, are merged herein and made a part hereof as above set out.

Witness our hands and seal this 14th day of August, 1922.

WITNESSES:

Edmond Thatcher.

Fred L. Kitchen.

First Party.

L. A. Barber.

Mattie Archer.

STATE OF OKLAHOMA )

Second party.

COUNTY OF TULSA )

Before me, Ada O'Neil, a Notary Public within and for said County and State, this 14th day of August, 1922, personally appeared Edmond Thatcher and Mattie Archer, personally appeared Edmond Thatcher and Mattie Archer, personally known to me