

212257 C. J.

COMPARED

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 24th day of October, 1932, by and between G. A. PERRAM and A. K. PERRAM and PERRAM AUTO SUPPLY COMPANY, parties of the first part, and THE CENTRAL NATIONAL BANK OF TULSA, OKLAHOMA, party of the second part,

W I T N E S S E T H:

WHEREAS, first parties are indebted to second party in the sum of Three Thousand Five Hundred and Fifty Dollars (\$3,550.00), evidenced by three (3) certain promissory notes, described as follows, to-wit:

One (1) note dated September 1, 1932, due sixty (60) days after date, for the sum of Seven Hundred and Fifty Dollars (\$750.00);

One (1) note dated September 17, 1932, due sixty (60) days after date, for the sum of Thirteen Hundred Dollars (\$1,300.00);

One (1) note dated October 24, 1932, due sixty (60) days after date, for the sum of Fifteen Hundred Dollars (\$1,500.00);

all signed by PERRAM AUTO SUPPLY COMPANY, by G. A. PERRAM, and all endorsed by G. A. PERRAM and A. K. PERRAM: and

WHEREAS first parties are the owners of a good and valid lease on the following described premises, to-wit:

A certain portion of the first, or ground, floor (known and being more particularly described as the front 76.5' of said first, or ground, floor and comprising a floor space of 76.5' x 50') of the certain two-story brick building, located and erected on the North Half (N¹/₂) of Lot Six (6) in Block One Hundred and Forty-nine (149) in the City of Tulsa, Tulsa County, Oklahoma, as shown by the Government Plat of said City, which lease was made by Okmulgee Producing and Refining Company to said first parties hereto under date of September 15, 1919; and

WHEREAS, by agreement by the present owner, F. M. Rodolf, and first parties hereto, the premises hereinbefore described as contained in the lease of first parties, are to be sublet and the rentals received therefrom, after deducting the sum of Four Hundred Dollars (\$400.00), the rental originally reserved in said lease, as hereinbefore referred to, are to be divided equally between first parties hereto, and the owner of said premises, F. M. Rodolf,

NOW, THEREFORE, For and in consideration of the sum of One Dollar (\$1.00) in hand paid by first parties to the second party, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of said notes due by first parties to second party, as hereinbefore set forth, said first parties hereby sell, assign and set over unto second party, THE CENTRAL NATIONAL BANK OF TULSA, OKLAHOMA, all the rents and profits to be received by them under said sub-leases hereinbefore referred to, after deducting the rent of Four Hundred Dollars (\$400.00) per month, originally reserved, and after deducting one-half of said surplus which is payable to F. M. Rodolf under the agreement hereinbefore set forth; and, said first parties agree to promptly sublease said premises at the best available rental and to use their best efforts in collecting said rentals from said sub-tenants and upon the collection thereof each month, to immediately pay the same to second party hereto after deducting the said sum of Four Hundred Dollars (\$400.00), the rental originally reserved, and after deducting the sum payable to the owner, F. M. Rodolf, as hereinbefore set forth.

IT IS AGREED by and between the parties hereto that upon the payment of said notes by first parties to second party that the assignment of rents herein contained shall be cancelled by second party.