

given to secure the payment of \$500.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in book-- on page-- on the -- day of October, 1922, together with note debt and claim secured by said mortgage and the covenants contained in said mortgage.

In witness whereof I have hereunto set my hand and affixed my seal the day and year first above written.

R. M. McCreery.

State of Oklahoma)
County of Tulsa) ss

Be it remembered, that on this 13th day of October in the year of our Lord one thousand nine hundred and twenty two before me, a Notary Public, in and for said County and State, personally appeared R. M. McCreery, 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.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires August 21, 1924. (SEAL) Harold S. Philbrick, Notary Public.
Filed in Tulsa County, Okla. on Oct. 16, 1922 at 1:15 P.M. and recorded in book 428
Page 468. By F. Delman, Deputy. (SEAL) D. Dawson, County Clerk.

211279 - BH COMPARED

CONTRACT

This agreement, made and entered into this 13th day of October, 1922, by and between Maxwell Wasserman and Clara Wasserman, his wife, first parties and Louis B. Klar second party;

Witnesseth: That, whereas, first parties are the owners of the following described premises, to wit:

The south fifty feet of the north one hundred feet of lot 14, in Block 5, in Terrace Drive addition to the City of Tulsa, *Delman* together with all appurtenances thereunto belonging, including a five-room brick bungalow

and

Whereas, second party is desirous of purchasing the above described property;

Now, therefore, it is agreed between the parties hereto as follows:

1st, Said first parties agree to sell the above described premises to second party and to convey merchantable title thereto to second party by a good and sufficient warranty deed and second party agrees to purchase said premises, and to pay therefor the sum of Seventy seven hundred and no/100 dollars (\$7700.00) upon the terms and conditions hereinafter set out.

2nd. This contract is conditioned upon second party being able to obtain a loan upon said premises in the sum of Six Thousand and no/100 (\$6,000.00) and if said second party is unable to obtain said loan, this agreement shall be void, In the event said second party obtains such loan, then said second party agrees to assume all encumbrances on said property not in excess of the sum of seventy seven hundred and no/100 dollars (\$7700.00).

3rd. It is agreed that immediately upon the approval of the title to said property by said second party and the completion of arrangements for loan above mentioned by said second party that the entire purchase price shall be paid ^{and} said first