

parties shall execute, acknowledge and deliver their warranty deed, conveying said premises to said second party free and clear of all liens and encumbrances of every kind and nature in excess of the sum of seventy seven hundred and no/100 dollars (\$7700.00). In the event the total encumbrance against said property does not amount to the full purchase price, any difference shall be paid said first parties by second party at the time of the delivery of a good and sufficient deed to him as hereinabove provided.

Witness our hands this day and year first above written.

Maxwell Wasserman,
Clara Wasserman,) First Parties.

Louis B. Klar, Second party.

State of Oklahoma)
County of --) SS

On this 13th day of October, A.D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Maxwell Wasserman and Clara Wasserman, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(Seal) James F. Greason, Notary Public.

My commission expires Nov. 29, 1922.

Filed for record in Tulsa County, Okla. on Oct. 16, 1922, at 10:00 A.M. and duly recorded in book 428 - page 467, By F. Delman Deputy. (SEAL) O.D. Lawson, County Clerk.

211289 - BH

MEMORANDUM OF AGREEMENT

This memorandum of agreement executed this 12th day of October, 1922, by and between Arthur F. Miller and Georgia A. Miller, his wife, first parties, and Floyd O. Howarth, second party, witnesseth:

Whereas first parties are the owners of an interest in the following described real estate, described as follows, to-wit:

Lot 2 in Block 7 Elm Park add. to City of Tulsa, Okla., said interest being evidenced by a conditional sales contract with one Vera M. Sykes and now in escrow with the Exchange National Bank of Tulsa, Oklahoma, together with a warranty deed from the said Vera M. Sykes to the said Arthur F. Miller, and

Whereas, said first parties are desirous of selling and second party is desirous of buying the equity now owned by said first parties in and to said above described property.

Now, therefore in consideration of the sum of Five Hundred fifty dollars, (\$550.00) receipt of which is hereby acknowledged, said first parties do hereby agree to and do hereby convey, sell and transfer unto second party all their interest, equity, right or interest in and to said property, provided, however, that second party is to assume all mortgage indebtedness now against said property. First parties agree to give possession on or before the first day of November, 1922.

Arthur F. Miller,
Georgia C. Miller,) *First* -
Floyd O. Howarth,) *Second* party.
Second party.

State of Oklahoma)
County of Tulsa) SS

On this 12 day of October, 1922, before me a notary public in and for said county and state personally appeared Arthur F. Miller, and Georgia A. Miller,