

of the second part, his heirs or assigns, said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, the whole sum or sums, and interest thereon, shall then become due and payable, and <sup>a</sup>said part of the second part shall be entitled to the possession of said premises, and the <sup>a</sup>said party of the first part for said consideration, do hereby waive an appraisalment of <sup>a</sup>said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the ~~said~~ party of the first part has hereunto set \_\_\_\_\_ hand the day and year first above written.

Walter Derrick

Mrs. W. L. Derrick.

State of Oklahoma )  
Tulsa County ) SS

Before me, H. C. Pestor, a Notary Public in and for said County and State on this 2 day of September, 1922 personally appeared Walter Derrick and Mrs. W. L. Derrick to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the <sup>a</sup>same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) H. C. Pestor, Notary Public.

My commission expires Jan. 9, 1926.

Filed for record in Tulsa County, Okla. on Sept. 13, 1922, at 8:00 A.M. and duly recorded in book 428 - page 97. By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

208553 - BH

COMPARED

#### MEMORANDUM OF AGREEMENT

This agreement, made and entered into this 18th day of October, 1921, by and between Ross H. Rayburn, Tulsa, Oklahoma, party of the first part, and John R. Cook parties of the second part, witnesseth:

Party of the first part hereby agreed that upon payment to him of the sum of Nine hundred and no/100 dollars, (\$900.00) with interest on all deferred payments at the rate of eight per cent per annum, from the date hereof, to be paid semi-annually on the first days of January and July, and in accordance with the terms and provisions of this contract, he will convey unto said parties, their heirs or assigns, by good and sufficient warranty deed, the title to the following described real estate, to-wit:

Lot ten (10) Block "B" Medio sub-division in section eight (8) township nineteen (19) north, range twelve (12) east. No residences or buildings to be erected that cost less than One thousand dollars (\$1000.00) and shall be at least thirty (30) feet from the north property line, excepting building for store purposes as agreed upon.

situated in Tulsa County, Oklahoma, subject to the reservation of title in first party to all oil and gas and other minerals contained in and under said premises, together with the right to produce, mine and remove the same with full right of ingress and egress, and the use of so much of the surface of said premises as shall be necessary thereof. All of which shall be reserved to and retained by first party, his heirs and assigns, in any deed required to be made by first party under this contract.