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C. J. COMPARED

## A G R E E M E N T.

THIS AGREEMENT made and entered into on this the 29th day of June, 1922, by and between EDWARD WATTERS, of Tulsa, Oklahoma, party of the first part, and Warren & Izzard, parties of the second part, WITNESSETH:

That heretofore and prior to this agreement, -yet, upon the same day and date, a contract for sale of certain real estate hereinafter described, was made and executed between the party of the first part to this instrument and one Floyd W. Robson, of Tulsa, Oklahoma, party of the second part, by the terms of which contract, the said Edward Watters agreed to sell and convey by good and sufficient conveyance, the following described property, to-wit:

Lot 3 in Block 24, in Irving Place Addition to the city of Tulsa, Oklahoma.

according to the recorded plat thereof; that said contract for sale provided certain terms of payment to be made as therein expressed, - the aggregate sum of all payments to be \$5500.00.

It is agreed by the parties hereto that the parties of the second part to this instrument were the brokers thru whom said sale was made, for the said Edward Watters; that the said Watters agreed to pay the parties of the second part, as brokers, \$212.50, as in full for their services, it being further agreed, however, that the payment of said sum, as brokerage, should be dependent upon Floyd W. Robson, the grantee in such sale contract, keeping and performing such terms and conditions and meeting the payments in such contract, <sup>provided from date of contract</sup> until the first day of January, 1923, upon which date \$185.70, shall be due and payable to said brokers and \$26.80, to be paid on the first day of February, 1923.

It is now agreed by the said party of the first part to this instrument, that in the event the said FLOYD W. Robson, makes his payments as in his contract this day executed, provided, up to and including January 1, 1923, that he will then pay to the parties of the said part to this instrument, the sum of \$185.70, and that upon the payment by the said Floyd W. Robson, of the February payment provided in said contract, that he will then pay to them a further sum of \$26.80, it being agreed by all parties hereto that in the event the party of the first part, Edward Watters, or his assigns, should extend the payment or any of the payments of said Floyd W. Robson, beyond the dates of January 1st, or February 1, 1923, that then and in that event all payments provided to be made shall become immediately due and payable by Feb. 1, 1923.

It being further agreed that in the event the payments are not made, or the time for them to be made extended by the payee, that then and in that event this contract shall cease and determine and all liability hereunder released.

The terms of this agreement shall extend to and bind the parties hereto, together with their heirs, executors, administrators and assigns.

WITNESS Our hands and seals this the 29th day of June, A. D. 1922.

Edward Watters

Party of the First Part.

Chas K. Warren

Fred J. Izzard

Parties of the second part.

State of Oklahoma, )  
County of Tulsa ) SS.

Before me, John T. Keller, a Notary Public within and for said county and state, on this the 30 day of June, 1922, personally appeared Chas. K. Warren and Fred J. Izzard, to me known to be the identical persons who executed the within and foregoing instrument