

Whereas, there is also due the contractor \$5536.80 for extra work and materials and balance due on original contract, and

Whereas, the owner desired to arrange the payment of said amount of \$5536.80 to the said second party by his first crediting the accrued interest on the \$18,000.00 in bonds from July 1st, 1922, to date, amounting to \$420.00 making the net amount as the balance due the sum of \$5116.80 and by delivering to the contractor his notes as follows:

One note for \$1116.80, due December 15, 1922,
One note for \$1000.00 due January 15, 1923
One note for \$1000.00 due February 15, 1923.
One note for \$1000.00 due March 15, 1923.
One note for \$1000.00 due April 15, 1923.

Whereas, there is on hand with the Interstate Trust & Banking Company of New Orleans, the sum of \$3732.16, which the said Interstate Trust & Banking Company claims to be due it from the said party of the first part, for certain charges in connection with the bonds upon said building, and which said Trust Company refuses to pay to said first party, or to credit said first party's account with, or to permit said first party to authorize and direct the payment of said sum by said Trust Company to said party of the second part, and,

Whereas, this dispute between the party of the first part, and the Interstate Trust & Banking Company must be settled between said first party and the said Trust Company.

Now, therefore, it is expressly understood and agreed by and between the parties hereto as follows, to-wit:-

That said first party agrees to pay to said second party the said sum of \$3732.16, which is part of the net balance due said second party under the terms of the original contract hereinabove referred to upon the following terms, to-wit:

Said first party will execute to, and said second party agrees to accept additional notes covering the said sum of \$3732.16, as follows:-

One note for \$1000.00 due May 15, 1923,
One note for \$1000.00 due June 15, 1923.
One note for \$1000.00 due July 15, 1923.
One note for \$732.16 due August 15, 1923,

It is further agreed between the parties hereto that in the event said Interstate Trust & Banking Company shall pay to said second party the sum of \$1732.16, or any part of the said sum of \$3732.16, then, in that event the said sum so paid shall be credited by said second party upon the notes last maturing, which have been executed this day by said first party in payment of said sum,

It is further agreed between the parties hereto that all of the notes provided for in this agreement shall be executed and delivered by said first party to said second party, and shall bear interest at the rate of 7% per annum, and shall in addition thereto, bear upon their face the endorsement that said notes are subject to the crediting of this contract.

Now, therefore, it is expressly understood, stipulated and agreed by and between the parties hereto that the said notes, and any renewals thereof referred to shall be secured by a lien in the form of a third mortgage against what is known as the Wright Building, located on lots 5 and 6, in Block 103, original town of Tulsa, Oklahoma, and this instrument shall be sufficient evidence of said lien rights, as hereinabove set out.

It is further expressly agreed between the parties hereto that in the event said notes or any part thereof are not paid when due, then the same shall constitute a third ^{Mortgage} lien against what is known as the Wright Building in the City of Tulsa, Oklahoma,