

this mortgage the first party shall pay a reasonable attorney's fee of not less than two hundred dollars, and the same to be secured by this mortgage and to be taxed as part of the costs in said action.

In testimony whereof, the said party of the first part does hereunto subscribe his name and affix his seal on the day and year above mentioned.

Executed and delivered in the presence of

M. J. Hunt.

State of Oklahoma)

Tulsa County)

SS

Before me, the undersigned, Notary Public, in and for said County and state on this 15th day of December, 1922, personally appeared M. J. Hunt, 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.

Witness my hand and official seal the day and year above written.

My commission expires Feb. 21st, 1923.

(SEAL) Art Stanton, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 18, 1922, at 10:05 A.M. and duly recorded in book 431, page 614, By F. Delman, Deputy, (SEAL) C.D. Lawson, County Clerk.

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COMPARED

OF AGREEMENT.

This agreement, made and entered into, this the 24th day of November, 1922, by and between D. C. Redgrave, party of the first part, and Richard Dawson, party of the second part:-

Witnesseth: Whereas, the said party of the first part is purchasing under a contract, lot ten (10) in block four (4) Roosevelt Addition to the City of Tulsa, from the Berry-Hart Company, and

Whereas, said first party is desirous of erecting thereon a building to be used for public amusement, and

Whereas, after said building is completed, it is the mutual desire of the parties hereto that said second party shall purchase said building and lot from said first party for a consideration of two thousand (\$2,000.00) dollars.

Now, therefore, for and in consideration of the sum of one dollar (\$1.00) cash in hand paid by said second party to said first party, receipt of which is hereby acknowledged, and of the mutual covenants, stipulations and agreements, hereinafter provided, for, to be mutually kept and performed by the parties hereto, it is expressly agreed between the parties hereto as follows, to-wit:

That said first party will erect a building on the premises above described, to be used for legitimate amusement purposes, which said amusements shall not be in violation of any of the laws of the State of Oklahoma, of any of the ordinances of the City of Tulsa, or any of the laws of the United States Government.

That when said buildings shall have been completed, said first party shall deliver to said second party, possession thereof, for which said second party shall pay said first party at the rate of thirty (\$30.00) dollars per week, said payments to be made on Monday of each week, and to be paid either direct to first party, or deposited to his credit in the First National Bank of Tulsa, Oklahoma, until said second party shall have paid by said first party the sum of two thousand (\$2,000.00) dollars. When said sum shall have been paid, it is further agreed between the parties hereto that said first party shall execute and deliver to said second party, a warranty deed to the premises above described, including the improvements thereon.