

218135 - BH COMPARED

INTERNAL REVENUE

2500

POWER OF ATTORNEY.

Cancelled

Whereas, on the 23rd day of December, 1932, I, the undersigned, Helen M. Woodward, and C. H. Terwilliger, as parties of the first and second part, respectively, entered into a contract, in writing, providing for the sale by said parties of the first part to said party of the second part therein of eighty (80) acres of land in Tulsa County, State of Oklahoma, more particularly described as follows:

The east half of Northwest quarter (E/2 of NW/4) of section eighteen (18) township nineteen (19) range thirteen (13) east,

for and in consideration of the sum of two hundred thousand (\$200,000.00) dollars paid and to be paid said party of the first part by the party of the second part as provided in said contract, a duly executed copy of said contract, identified by the signature of the undersigned in the left hand corner of the third page of said contract, being herewith delivered unto the Exchange Trust Company, a corporation, of Tulsa, Oklahoma, hereinafter mentioned; and

Whereas, in said contract, among other things, it was provided that said purchaser, party of the second part and his wife, should execute five promissory notes, in the principal amount of thirty thousand (\$30,000.00) dollars each, payable one each year from the date of the acceptance of title to said property by said party of the second part, and to secure the payment of all whereof said party of the second part would execute and deliver unto said party of the first part, being the undersigned herein, a real estate mortgage in, to and upon said above described premises; and

Whereas, it was also provided by said contract as follows, to-wit:

"That said Helen Woodward, as mortgagee in the above mentioned mortgage, hereby promises and agrees that if or said mortgage shall have been executed and delivered to her, that she will execute and deliver from time to time, partial releases of said mortgage covering any lot or lots which may have been platted from the above described real estate covered by said mortgage, when and upon condition that the party of the second part shall pay for said releases at the rate of eight cents per square foot for each square foot of land contained in said lot or lots so to be released, and said money so paid shall be credited on the earliest maturing note, secured by said mortgage, and the interest on said sum so paid shall cease from the date of such payment, and said Helen Woodward, further agrees that she will at the time the deed is delivered to the party of the second part, appoint the Exchange Trust Company of the City of Tulsa, Oklahoma, as Trustee, giving said Trust Company power of attorney to receive payment for her, sign and deliver to the party of the second part ^a release of mortgage on any lot or lots which may be platted from the above described real estate upon the payment by the party of the second part the above mentioned eight cents per square foot for each square foot contained in said lot or lots which the party of the second part may desire or request to be released".

Now, therefore, know all men by these presents: That I, Helen M. Woodward, of the City of Tulsa, County of Tulsa, and State of Oklahoma, do hereby name, constitute and appoint Exchange Trust Company, a corporation, of Tulsa, Oklahoma, my true and lawful attorney for me and in my name and stead to collect and receive from the said C. H. Terwilliger, his legal representatives or assigns, or from any other persons whomsoever to whom deeds