

and immediately upon such notice, to return and deliver up possession of the said property to the said vendor without hindrance or delay and title to any and all buildings and improvements and fixtures upon said property, shall, upon such breach, vest absolutely in the said vendor, as liquidated damages for the purchaser's breach of this contract.

This contract is to be binding upon the heirs, executors administrators, and assigns, of both parties hereto, provided, however, that said purchaser shall have no authority to assign this contract, except with the written consent of the said vendor, endorsed hereon.

Executed in duplicate, at Tulsa, Oklahoma, this 11th day of May 1923.

S. A. Story
S. A. Smith

C. E. Martin Vendor.
J. W. Martin
W. E. Harvey

STATE OF OKLAHOMA, }
Tulsa County. } ss.

COMPARED

Before me the undersigned, a Notary Public within and for above County and State on this 8th day of June, 1923 personally appeared before me C. E. Martin and J. W. Martin, husband and wife and W. E. Harvey, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 13, 1923, at 2:40 o'clock P.M. and recorded in Book 435, Page 468.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

233181

TREASURER'S SECOND REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$ 1.00 and issued Receipt No. 10045 therefor in payment of mortgage tax on the within mortgage

Dated this 13 day of June 1923

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS, That Edith Robertson and W. H. Robertson, her husband of Tulsa County, Oklahoma, parties of the first part, have mortgaged

and hereby mortgage to Edward McCoy, of Tulsa County party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot sixteen (16), Block fourteen (14), Lynch-Forthye Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Twenty-five Hundred and no/100ths Dollars with interest thereon at the rate of 8 per cent per annum, payable semi annually from -- according to the terms of four certain promissory notes described as follows, to-wit:

One note dated June 13th, 1923, for the sum of Three Hundred Seventy-five Dollars (\$375.00) due on or before six months. One note dated June 13th, 1923, for the sum of Three Hundred Seventy-five Dollars (\$375.00) due on or before twelve months. One note dated June 13th, 1923, for the sum of Three Hundred Seventy-five Dollars (\$375.00) due on or before eighteen months. One note dated June 13th, 1923, for the sum of Three Hundred Seventy-five dollars (\$375.00) due on or before twenty-four months from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$4,500.00 and interest, given by said parties to the Home Building and Loan Association of Tulsa, Oklahoma and dated June 13th, 1923.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due, and keep all improvements in good repair and not to commit or allow waste to be committed on the premises.