

deed delivered out of escrow to second party.

In the event lien claims are filed, the second party shall have the right, at his option, to deposit out of the purchase price the amount of any such lien claims in the court in which the claim is filed, as provided by statute, and release such lien claim and to pay the balance of the purchase price after such reduction, and receive such deed out of escrow.

It is understood and agreed that first party has applied for a second mortgage from the Georgia State Savings Association, and second party shall have the option to permit said mortgage to be consummated or not, as he prefers. In the event it is consummated, he shall have the right to succeed to all of the rights of first party thereunder.

It is also understood that the frame house on the north half of said lot is occupied by tenants under a month to month tenancy.

The first party represents that the brick building meets, or would be made by him to meet the requirements of the ordinances of the City of Tulsa, and the regulations and requirements of the city Building inspector.

If the title fails as herein contemplated, second party shall be relieved from performance, and shall have a lien evidenced by this contract for the amount expended by him as hereinabove contemplated.

It is further agreed and understood that in the event of loss of or damage to improvement on the premises before the acceptance of title, the party of the second part may, at his option, be released from any and all liability under this contract.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and date above written.

Andrew J. Glore

Joseph E. Washington

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd day of May, 1923, personally appeared Andrew J. Glore, 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.

My commission expires Jan. 2, 1927 (SEAL) Daisy Hatfield-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, May 2nd, 1923 at 2:40 o'clock P.M. and recorded in Book 441 Page 469

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

229261-ACM ~~COMPANIES~~ ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. W. Mullins and ----- of Tulsa in <sup>County</sup> ~~Tulsa~~ the State of Oklahoma, the within mortgagee, for and in consideration of the sum of One (\$1.00) Dollar and other considerations DOLLARS to him in hand paid, receipt whereof is hereby acknowledged, does hereby sell, assigns, transfer, set over and convey without recourse unto A. E. Barrus his heirs and assigns, the mortgage deed recorded in Book 358 Page 483, of Mortgage Records of Tulsa County, State of Oklahoma, conveying the following described premises situated in said Tulsa County, to-wit:

Lots Twelve (12) and Thirteen (13) in Block Number One (1) Meadowvale Addition to the City of Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof.

and all right, title and interest in and to the real estate conveyed, and the promissory