

WITNESS my hand and Notarial Seal the day and year above written.

My Commission expires July 8, 1925

(SEAL)

O. P. Hyde, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 14, 1923 at 2:00 o'clock P. M.

in Book 442, page 417

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224433 C.J.

KNOW ALL MEN BY THESE PRESENTS:

COMPARED

That, Whereas, Charles I. Trimble, J. W. Trimble, and Hulda M. Good, of Tulsa County, State of Oklahoma, and Eli Trimble and Sallie J. Williams of Webster County, State of Missouri, parties of the first part, and hereinafter designated as lessors, and E. H. Young and H. P. Craig, of Tulsa County, State of Oklahoma, parties of the second part, and hereinafter designated as lessee, entered into a certain contract and agreement on the 30th day of September, 1920; which contract and agreement was filed for record on November 22, 1920, and recorded in Book 515 at page 20, and

WHEREAS, said parties to said contract and agreement have agreed to some changes in said contract, and

WHEREAS, said parties are desirous of entering into stipulations and agreement <sup>amending</sup> and supplementing said contract.

NOW, THEREFORE, this indenture made and entered into and executed in duplicate this 17th day of November 1921, by and between Charles I. Trimble, J. W. Trimble, and Hulda M. Good, of Tulsa County, State of Oklahoma, and Eli Trimble and Sallie J. Williams, of Webster County, State of Missouri, parties of the first part, lessors, and E. H. Young and H. P. Craig of Tulsa County, State of Oklahoma, parties of the second part, lessees.

The lessees agree that the lessees, their heirs or assigns, will begin at once the construction and erection of a substantial one story fire-proof building with a good and sufficient foundation for a five story fire-proof building on the

North Thirty (30) feet of the West Seventy (70) feet of Lot Eight (8), and the West Seventy (70) feet of Lot Nine (9), and South Five (5) feet of the West Seventy (70) feet of Lot Ten (10) in block 104 of the Original Townsite of the city of Tulsa, Oklahoma.

The lessors agree that they will join with the lessees in the execution of a mortgage covering the property last above described, for the purpose of securing a loan to construct said building, said mortgage to be in a sum not to exceed \$33,000.00.

The lessees agree that they will deposit monthly in an account in the name of E. H. Young, H. P. Craig, and C. I. Trimble, in Exchange National Bank, of Tulsa, Oklahoma, the sum of \$600.00 monthly, for a period of five years.

It is further understood and agreed by the parties hereto that the money deposited as herein set forth, shall be checked out only on the signature of E. H. Young and H. P. Craig, their heirs or assigns and the signature of C. I. Trimble, his successors, heirs or assigns.

It is further understood and agreed by and between the parties hereto that said money so deposited in the Exchange National Bank, as hereinabove set out, shall be applied on the semi-annual interest on the \$33,000.00 and to apply also on the mortgage indebtedness against said property, either annually or semi-annually as the terms of the loan contract and mortgage may provide.

The lessees further covenant and agree that they will use of their own funds in said building to be constructed as above set out the sum of \$15,000. in addition to the \$33,000.00 borrowed in the construction of said building. And lessees agree to give to lessors in bond in the sum of \$10,00.00 for the faithful performance of these conditions and this covenant.