

Filed for record in Tulsa County, Okla. on June 24, 1924, at 2:00 P.M. recorded in book 449, page 612, Brady Brown, Deputy

(SEAL) O.G. Weaver, County Clerk.

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CONTRACT.

This contract and agreement made and entered into on this the 25th day of March, 1924, by and between M. D. Garner, party of the first part, and Lee Dawes, party of the second part,

Witnesseth, that whereas, party of the first part is now the owner of the following described real estate, to-wit: Lot six (6) block eleven (11) Central Park Place Addition to the City of Tulsa, Oklahoma, as the same is recorded on the plat thereof, and

Whereas, said party of the first part is now engaged in building located upon said real estate, and,

Whereas, it has become necessary that the party of the second part advance certain sums of money to the party of the first part in the completion of said building and in the payment of certain back dues on one certain mortgage in favor of the Local Building & Loan Association, and together with all other expenses advanced.

Whereas, it is the desire and intention of said party of the first part to make and execute a good and sufficient quit claim deed to the above described real estate and place the same in escrow in the Guaranty Nat'l Bank of Talahquah, - Bank upon the conditions set forth in this contract.

Now, therefore, it is agreed and understood that the party of the first part will on this date make and execute a good and sufficient quit claim deed to the real estate hereinabove described to the party of the second part, and that the same shall be placed in escrow in the _____ Bank and that the party of the second part shall advance such money as is necessary to take care of the back payments due on the mortgage hereinbefore mentioned together with such labor bills as are now due and to advance such money as may be needed in the building completion of said building.

It is agreed and understood that the party of the first part shall have thirty days from the completion of said building in which to secure a loan from the _____ Company.

It is agreed and understood that the party of the first part shall pay to the party of the second part the sum of one thousand (\$1,000.00) dollars as a bonus for the advancement of the money hereinabove mentioned.

If it is further agreed and understood that if the building is not finished to the satisfaction of the loan company the party of the first part shall have ten days from such notice as the loan company may give, in which to complete said building.

It is further agreed that this contract shall be terminated by the completion of said building and the securing of the loan hereinabove mentioned; otherwise this contract to be and remain in full force and effect and the deed hereinabove mentioned shall be delivered to the party of the second part, but if the building be completed and the loan secured as hereinabove set out, then and in that event said deed shall be delivered to the party of the first part and this contract terminated.

In witness whereof the parties have hereunto set their hands and seals on this 25th day of March, 1924.