

233783 C. J.

## MODIFICATION OF LEASE. COMPARED

This AGREEMENT made this 13th day of June, 1923, by and between Loren Conaway, hereinafter called the lessor, and J. A. Layne, hereinafter called the lessee:

WITNESSETH; That said lessor and lessee, in consideration of a loan by lessor to lessee of the sum of \$3420 secured by a chattel second mortgage and a real estate third mortgage both of even date herewith, and in further consideration of One Dollar paid by the lessor to the lessee, and of other good and valuable considerations, the receipt of all of which is hereby acknowledged, hereby agree and covenant that a certain lease dated March 2, 1922, by and between the parties hereto, and appearing of record in Book No. 395 on page No. 463 in the office of the Register of Deeds of Tulsa County, Oklahoma, shall include, contain and be subject to the following condition and provision, just as if the same were an original part of the said lease:

"It is further provided that in the event of the assignment to creditors by the lessee, or the institution of bankruptcy proceedings by or against the lessee, or if a receiver or trustee shall be appointed to take possession or control of lessee's property, or if this lease shall by operation of law devolve upon or pass to any person or persons other than the said lessee, such events or either of them shall forthwith and of themselves or of itself cancel and hold for naught this lease and all rights thereunder, and possession of the property covered by the lease and all rights thereunder shall immediately, by such acts or events or either of them, pass to the lessor, at his option."

The lease referred to throughout this agreement covers the property at 615, 617, and 619 South Main Street in the City of Tulsa, State of Oklahoma, being a building situated upon the north twenty-five feet of Lot Five and the South Fifty feet of Lot Six in Block One Hundred Sixty-three of the original city of Tulsa, Oklahoma.

Loren Conaway

J. A. Layne

STATE OF OKLAHOMA )  
TULSA COUNTY, ) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of June, 1923, personally appeared Loren Conaway and J. A. Layne, 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.

Witness my hand and official seal the day and year last above written.

My commission expires 4/3/1926 (SEAL) Paul Clinton, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, June 21, 1923 at 10:30 o'clock A. M.  
in Book 451, page 509

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

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## REAL ESTATE MORTGAGE

## COMPARED

IMMEDIATE ENDORSEMENT  
I have received 68¢ and issued  
Receipt No. 10187 for the payment of mortgage  
tax on the within mortgage  
Dated this 21 day of June 1923  
WAYNE L. BRILEY, County Treasurer  
A. J.  
Deputy

THIS INDENTURE, Made this 13th day of June, 1923, between J. A. Layne and Margaret Layne, his wife, of Tulsa County in the State of Oklahoma, parties of the first part, and Loren Conaway, party of the second part, of Tulsa, Oklahoma:

WITNESSETH: That said parties of the first part, in consideration of the sum of Thirty Four Hundred Twenty Dollars (\$3420.00), the receipt of which is hereby acknowledged, do by