

upon said building and loan assn. shall deliver said deed so deposited in escrow to the second parties:

7. That in case the second parties shall become in default of any payment mentioned herein, for a period of 60 days, or should allow any taxes to become subject to a penalty for a period of 90 days, then first party may, at his option, declare this contract at an end, null and void, retain all payments made by second parties as rent, and have peaceable possession of said premises, all notices with reference to the exercise of said option being expressly waived, and said Home Building and Loan Assn. is hereby authorized to deliver back to first party said deed, note and contract so deposited in escrow as aforesaid.

8. The second parties shall not assign this contract or any interest therein without written notice to the first party.

9. This contract shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof, the parties have hereunto subscribed their names and executed this contract in triplicate the day and year first above written.

P. A. McNesl, Party of the first part.

H. A. Walker, party of the second part.

Mrs. Nell. Walker, Party of the second part

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State on the 1st day of August 1923, personally appeared H. A. Walker and Mrs. Nell Walker, his wife, to me known to be the identical person 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.

(SEAL) Lewis G. Melone, Notary Public.

My comm. expires Feb. 4th, 1925.

Filed for record in Tulsa County, Okla. on Aug. 7, 1923, at 9:30 A.M. and duly recorded in book 467, page 154, By Brady Brown, Deputy,

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

237465 - BH COMPARED

#### WARRANTY DEED.

This indenture made this 3 day of July, 1923, between H. D. Smith and wife, C. Ada Smith, of the county of Shelby and State of Tennessee, of the one part, and Virginia Elizabeth Weist, of the County of Tulsa and State of Oklahoma, of the other part.

Witnesseth, that the said H. D. Smith and wife, C. Ada Smith, for and in consideration of \$10.00 love and affection, to them in handsaid by the said Virginia Elizabeth Weist, the receipt whereof is hereby acknowledged, hereby sells and conveys unto the said Virginia Elizabeth Weist, her heirs and assigns forever, a certain lot of lands, situated and being in the County of Tulsa, State of Oklahoma, and more particularly described as follows: Lot #606 in Block 47 of Tulsa Heights as appears on plat of same filed in the Registers office of Tulsa County, Oklahoma, said Tulsa Heights is laid out and platted upon the west half of the south west quarter and the south west quarter of the northwest quarter of section twenty (20) north and range thirteen (13) east of the Indian base and meridian.