

F-468

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the parties of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF the said parties of the first part have hereunto subscribed their names on the day and year first above written.

J. B. Haney

Maggie Haney

STATE OF OKLAHOMA, )  
 ) ss:  
COUNTY OF TULSA )

Before me, Fred W. Kopplin a Notary Public in and for said county and state, on this 22 day of August, 1923, personally appeared J. B. Haney and Maggie Haney husband and wife 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 on the date last above written.

My commission expires Oct 10, 1925 (SEAL) Fred W. Kopplin, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 22, 1923 at 10:30 o'clock A.M.  
in Book 468, page 122

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

238525 C.J. COMPARED CONTRACT AND AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS:

That R. J. Hinton and J. W. Hendrix, parties of the first part, hereby agrees to sell and convey unto J. Lacy Ballenger, party of the second part, all their right, title and interest in and to the following described property, to wit:

Lots Forty-four (44), Forty-five (45) and forty-six (46), Block Thirty-five (35), in West Tulsa Addition to the City of Tulsa, County of Tulsa, State of Oklahoma,

for the sum of Five Hundred and Fifty (\$550.00) Dollars to be paid upon delivery of deed.

This contract shall extend to and be binding upon the heirs of the parties hereto.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Executed and delivered, this 16th day of August, A. D. 1923.

R. J. Hinton

W. J. Hendrix

J. Lacy Ballenger

STATE OF OKLAHOMA,

COUNTY OF TULSA, SS Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of August, 1923, personally appeared R. J. Hinton and J. Lacy Ballenger 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