

TREASURY DEPARTMENT  
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 Date 16 Oct 1923

party of the first part the sum of \$1500.00 and it is the purposes of this contract to give to the said party of the third part a mortgage lien subject of the existing liens on said property and it is the mutual agreement of all the parties to this contract that after the proceeds resulting from the sale of the lots above mentioned shall have been sufficient to pay in full the above mentioned \$16,500.00 that any additional proceeds resulting from such sale shall be applied to reimburse the party of the third part for the amount she has advanced, It being understood that no interest shall be charged therefore.

It is further mutually agreed between the parties to this contract that the proceeds resulting from the sale of the lots in the said tract may first be applied to the payment of a certain loan amount to \$3600.00 in favor of Hopping and Evans for the purposes of procuring the release of said mortgage so far as it applies to the above described 80 acres of land, It being understood that the amount thus paid shall apply as a part of the above mentioned sum of \$16,500.00.

# COMPARED

It is further mutually agreed that the three parties to this contract shall each own a one-third undivided interest in all unsold lots or tracts of the said eighty (80) acres of land and a like interest in any mortgages or evidences of indebtedness which may be given on lots or tracts of land sold; it being the purposes of this contract that the three parties hereto in consideration of the stipulations set forth that each shall hereafter own one-third undivided interest in the said tract of land subject to the liens and obligations herein mentioned; that the party of the second part shall act as agent and have the exclusive right of sale of said lots the proceeds of which shall apply to the liquidation of the liens against said property in the following order: 1st, The payment of sufficient amount to Hopping & Evans for \$3600.00 2nd, To the payment of the balance due on the \$16,500.00 due Travis Landrum and 3rd, The \$1500.00 due the party of the third part, Gussie Dreyer.

IN WITNESS WHEREOF the parties of hereto have signed their names the day and year above written,

J. O. Whitman,

L. A. Williamson

Gussie Dreyer

STATE OF OKLAHOMA. COUNTY OF TULSA ) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th, day of October, 1923, personally appeared J. O. Whitman, Lee A. Williamson, Gussie Dreyer, 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,

My commission expires August 7th 1927 (Seal) Floy Thornton Notary Public,

Filed for Record in Tulsa County, Oklahoma, October 15- 1923 at 9.30 O'Clock P, M, and Recorded in Book 474, Page 228,

By Brady Brown Deputy.

(Seal)

O, G, Weaver County Clerk

#241135 EC

ASSIGNMENT OF REAL ESTATE MORTGAGE; COMPARED

KNOW ALL MEN BY THESE PRESENTS; That P. L. Porch and Ella B. Porch of City of Tulsa, in Tulsa County, in the State of Oklahoma, the within mortgagees for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid, receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto Donald Prentice his heirs and assigns, the mortgage deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of Mortgage Records of Tulsa County State of Oklahoma conveying the following described premises situated in said Tulsa County, to-wit

West Forty-five feet (W45) of Lots Ten (10) and eleven (11) in block three (3) in Boswell addition