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of Lots One (1) and Two (2) a distance of One Hundred
Ninety (190) feet of the place of beginning.

Now, Therefore. In consideration of said Exchange Trust Company applying the proceeds of the said bank stock hereinbefore mentioned and set forth, to the satisfaction of said judgment as in said agreement provided, in the event the said O. K. Eysenbach fails, neglects or refuses within twenty days after said judgment shall have become final to satisfy the same, the said W. E. Hardesty, judgment creditor in the above entitled cause, hereby waives any lien that he may have by virtue of said judgment on the real estate described, and hereby authorizes the Clerk of the District Court of Tulsa County, Oklahoma, to enter upon the records of said court a release of said judgment insofar as it covers the real estate above described,

Witness my hand this 30 day of July, 1923,

W. E. Hardesty,

State of Oklahoma, }
Tulsa County, } ss

On this 31st, day of July, 1923, before me, the undersigned Notary Public, within and for Tulsa County, Oklahoma, personally appeared W. E. Hardesty, to me known to be the identical person who signed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth;

My Commission expires May 23, 1926. (seal)

Grace G. Coberly Notary Public

Filed for Record in Tulsa, Tulsa County, Oklahoma, August 7- 1923, at 3:00 O'Clock P. M., and Recorded in Book 474, Page 80.

By Brady Brown Deputy.

(seal)

O. G. Weaver County Clerk,

#237537 EC COMPARED IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY;
STATE OF OKLAHOMA,

Sammie Naharkey }
Plaintiff }
VS }
W. E. Hardesty, O. K. }
Eysenbach and Bessie C, }
Eysenbach. }
Defendants, }

Number 11015.

W A I V E R ;

Whereas, On the 21st day of February, 1922, judgment was rendered against, O. K. Eysenbach in the above cause in favor of the plaintiff, Sammie Naharkey, in the sum of \$280.00 for the use and occupancy of the land involved in said action and in favor of W. E. Hardesty and against the defendant, O. K. Eysenbach, in the sum of \$1600.00, for breach of Warranty, the sum of \$1000.00 for improvements placed on said land by the said W. E. Hardesty, and the sum of \$400.00 attorney fees for counsel representing the defendant W. E. Hardesty; and,

Whereas, said judgment is a lien upon all the real estate of the defendant O. K. Eysenbach

Whereas, on the 12th, day of October, 1922, O. K. Eysenbach of the first part, and James E. Duffy of the second part, entered into an agreement wherein and whereby the said O. K. Eysenbach deposited with the Exchange Trust Company of Tulsa, Oklahoma, as escrow agent, fifty-four shares of stock in the Exchange National Bank of Tulsa, Oklahoma, of the par value of \$100.00 per share, and seventeen shares of stock on the First National Bank of Tulsa, Oklahoma, in the par value of \$100.00 per share, book value \$250.00 per share. for the express purpose of satisfying said judgment in favor of the plaintiff Sammie Naharkey and the defendant W. E. Hardesty, and also, a judgment of \$10,000.00 in favor of the cardinal Petroleum Company, and authorizing said Exchange Trust Company to sell said bank stock and apply same to the satisfaction of said judgments within twenty days after same shall have become final; and

Whereas, the said O. K. Eysenbach has hereto fore, on the 2nd, day of June, 1923.