

and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 26th day of September 1923.

C. W. Meistrell

Rose Meistrell

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, a Notary Public, in and for the above named County and State, on this 26th day of September, 1923, personally appeared C. W. Meistrell and Rose Meistrell, his wife, to me personally 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 signature and official seal, the day and year last above written.

My commission expires March 31, 1926. (Seal) Iva Latta, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 26, 1923, at 11:35 A.M. and recorded in Book 479, Page 104.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240861 C.M.J.

AGREEMENT.

This agreement made and entered into this 26th day of September 1923, by and between Max Kahn of Tulsa County, Oklahoma, party of the first part, and C. H. Stoddard of Sand Springs, Tulsa County Oklahoma, party of the second part.

WITNESSETH: That for and in consideration of mutual benefits each to the other, it is hereby mutually agreed by and between the parties hereto, that one certain contract for sale of real estate duly executed by the parties hereto on the 8th day of October 1921, and duly recorded in the office of the County Clerk of Tulsa County Oklahoma, in book 384 at page 358, of the records in said office, is this day cancelled, set aside and for naught held, and that each of said parties thereto, are hereby released from every and all the conditions, obligations and stipulations therein contained; this instrument being intended and is a full and complete settlement of all matters of difference financially existing between them.

It is further mutually agreed that the possession of the premises, being the subject of said contract to-wit:

All of Lots No. Thirteen (13) and Fourteen (14) in Block No. Thirteen (13) of the original plat of the Town, now city of Sand Springs, Tulsa County, State of Oklahoma, according to the official recorded survey thereof, shall be delivered to said Max Kahn, on or before the 10th day of October, 1923.

Witness our hands this 26th day of September, 1923.

Max Kahn, Party of the first part.

C. H. Stoddard, Party of the second part.