

COMPARED

And it is hereby mutually understood and agreed by and between the parties hereto, that time is the essence of this contract, and in case the said party of the second part shall fail to make the payments hereinbefore specified, or any of them or the interest thereon, punctually upon the terms and at the times herein stated, or shall fail to pay the taxes and assessments that may be levied and assessed against said land, before the same shall become delinquent, then this contract shall, so far as it may be binding upon the parties of the first part, become absolutely null and void, and of no effect, and all the rights of the said party of the second part shall cease and determine. And the said parties of the first part shall have the right immediately upon the failure of the said party of the second part to comply with the terms of this contract to enter upon said land and take immediate possession thereof, together with all of the improvements thereon.

And it is further mutually understood and agreed that in case the said party of the second part shall fail to comply with the terms of this contract, that any improvements placed upon said land by him during the existence of this contract, and any sums paid by the party of the second part to the parties of the first part, under any virtue of this contract, shall be and belong to the said parties of the first part as liquidated damages and compensation to them for the failure of the party of the second part to comply with the terms of this contract, and as rent for the uses and occupancy of said premises.

All payments to be made at the Producers National Bank of Tulsa, Oklahoma, who are empowered to receive and receipt for any and all payments made under the terms of this contract, and who are authorized to deliver Warranty Deed, and Abstract of title, to the said George T. Hanna, or his assigns, as specified herein.

In witness whereof, the parties hereto have hereunto set their hands and seals in triplicate this 25th day of September 1923.

Wiley W. Hall  
Elizabeth Hall  
George T. Hanna

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

Before me, Chas. K. Warren, a Notary Public, in and for said County and State, on this 25th day of September 1923, personally appeared Wiley W. Hall and Elizabeth Hall, (husband and wife), the parties of the first part, and George T. Hanna, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they signed 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.

My commission expires April 17th, 1927. (Seal) Chas. K. Warren, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 3, 1923, at 10:00 o'clock A.M. and recorded in Book 479, Page 151.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

2413 TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$72 and issued Receipt No. 11806 thereon in payment of mortgage tax on the within mortgage.

Dated this 4 day of Oct, 1923  
W. W. Stuckey, County Treasurer

and hereby mortgage to Deputy Mayo party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Thirty feet (W 30') of Lot Two (2), Block Seventeen (17) North Tulsa,  
an Addition to the city of Tulsa.

KNOW ALL MEN BY THESE PRESENTS: That Callie Swinger and B. R. Swinger, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged