

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 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 her 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 this contract, and as rent for the use and occupancy of said premises.

All payments to be made at the Exchange 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 and instructed to deliver Warranty Deed, and Abstract of Title, to the said Hulda E. Kilbourn, or her assigns, as specified herein.

In witness whereof, the parties hereto have hereunto set their hands and seals, in triplicate this 14th day of December A.D. 1923.

Clyde C. Callan

Susan I. Callan

Hulda E. Kilbourn

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

Be it remembered, that on this 4th day of December A.D. 1923, before me, a Notary Public, in and for said County and State, personally appeared Clyde C. Callan and Susan I. Callan, (husband and wife) the parties of the first part, and Hulda E. Kilbourn, the party of the second part, 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.

In Witness Whereof, I have hereunto set my official signature and affixed my Notarial Seal the day and year first above written.

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

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 17, 1923, at 10:20 o'clock A.M. and recorded in Book 479, Page 602.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

246886 C.M.J.

#### ASSIGNMENT OF MORTGAGE.

#### COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Antonia Lutz and Roy H. Cannon parties of the first part in consideration of the sum of Two Thousand Dollars (\$2,000.00) to them in hand paid by H. E. Hanna party of the second part, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, assigns, and transfer unto the said party of the second part, a certain Indenture of Mortgage bearing date the 12th day of September 1923 made and delivered by Tom B. Matthews and Belle Vickery Matthews to Antonia Lutz and Roy H. Cannon and conveying Lot Number Twenty (20) in Block Four (4) in Edgewood Place Addition to the city of Tulsa, Tulsa County, Oklahoma, which said Mortgage was recorded in the office of the County Clerk in the said County of Tulsa on the 18th day of September 1923 in Book 465, page 11 of Mortgages together with the note or obligation therein described to the amount of \$2,000.00.

It is agreed that when the said H. E. Hanna shall have received payments on the principal of said note to the amount of \$2,000.00 together with interest thereon as recited in the mortgage hereby assigned, then and in that event all the right title and interest of said H. E. Hanna in the mortgage herein assigned shall cease and the remaining payments and