

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 hand and official seal the day and year last above written.

(SEAL) Fred W. Steiner, Notary Public.

My commission expires March 20, 1927.

Filed for record in Tulsa County, Okla. on Feb. 6, 1924, at 1:30 P.M. recorded in book 481, page 544, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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# AGREEMENT. COMPARED

This agreement made and entered into this 5th day of January, 1924, by and between Walter H. Ware and Martha V. Cowhey, Executrix of the will of Edward M. Cowhey, deceased, and devisee under said will, herein referred to as first parties, and Edmund Lashley, of Tulsa, Oklahoma, herein referred to as second party;

Witnesseth: Whereas first parties represent themselves to be the owners of the following described lands situated in Tulsa County, State of Oklahoma, to-wit:

All of that parcel of land extending a distance of fifty (50) feet approximately north and south, and sixty two and one-half (62½) feet approximately east and west and being the east 62½ feet of lot twelve (12) in block seven (7) Oak Grove addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, together with the building and all other improvements situated thereon or thereunto appertaining; and

Whereas, first parties desire to sell and second party desires to purchase the premises hereinbefore described for the consideration and upon the terms and conditions hereinafter stated:

Now, therefore, for and in consideration of one dollar (\$1.00) and other good and valuable considerations paid and delivered by second party to first parties, receipt of which is hereby acknowledged by first parties, and for the further consideration of six thousand dollars, (\$6000.00) to be paid as hereinafter provided, first parties do hereby agree to grant, bargain, sell and convey unto second party the premises hereinbefore described by a good and sufficient warranty deed, warranting the title thereto against all claims, except the mortgage to be assumed by second party and taxes and special assessments not yet due, at the time of the execution and delivery of said deed.

First parties represent that the premises hereinbefore described and the building and other improvements thereon are subject to a mortgage to secure the sum of forty five hundred dollars (\$4500.00) which mortgage and the indebtedness secured thereby are dated the 27th day of January, 19\_\_, in favor of Ella H. Ware, and which said principal indebtedness falls due on January 27th, 1925, and bears interest at the rate of 9% per annum, payable semi-annually; and first parties furthermore represent that all interest payments now due upon said mortgage indebtedness have been duly paid and the next semi annual interest installment in the sum of two hundred two dollars and fifty cents (\$202.50) falls due on January 27th, 1924;

It is agreed by the parties hereto that the interest earned upon said mortgage indebtedness, if this sale is consummated prior to January, 27th, 1924, shall be deducted from the purchase price of the property hereinbefore described. It is further agreed that if this sale is not consummated as herein provided prior to January 27th, 1924, that said installment of interest in the sum of \$202.50, falling due on January 27th, 1924, shall be paid by first parties so as to keep said mortgage in good standing and that any interest earned upon said