

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, James Bowen, a Notary Public in and for said County and State on this 21st day of November 1923, personally appeared Nellie F. Young and C. B. Young, her husband to me known to be the identical person 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 use and purposes therein set forth.

James Bowen

My commission expires September 21st, 1927. (Seal)

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 16, 1924, at 11:40 o'clock A.M. and recorded in Book 483, Page 160.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

249094 C.M.J.

CONTRACT AND AGREEMENT.

COMPARED

Made and entered into this 2nd day of March 1923, by and between The Agard Bldg. Co. by W. G. and R. H. Agard parties of the first part and J. Edgar Freeman as Agent for D. Ed Chase.

Witnesseth: Whereas it is agreed by the parties hereto to deal as follows: The Agard Building Co. by the above named parties agree to build a house on Lots (27-28 & 29) Block (15) Park Hill Addition to Tulsa Oklahoma and they also agree and acknowledge that they have executed a note in the sum of (\$2500.00) payable to D. Ed Chase to be paid on or before the 15th day of April 1923, and that they have caused a Warranty deed to be executed to the above Lots to D. Ed Chase to secure the payment of same and also agree to pay same when due to D. Ed Chase or his Agent without delay and to pay same with interest as the above agent has borrowed the said (\$2500.00) to pay for the lots deed being made to L. H. Agard who has executed same to D. Ed Chase. Now it is agreed that in Lieu of the said Agent securing the money above mentioned for the purchase of the Lots named herein that the Agard's agree that they will erect a house on lots and that they will give to the said J. Edgar Freeman the exclusive selling of the property without reservation at a price and terms to be named by the Agard's and it is agreed that a regular commission will be paid for the selling of the same when it is sold, and the parties hereto farther agree that they will pay the Agent ($\frac{1}{2}$) of a regular commission on the property at the rate and price listed in case they decide to keep the property and live in it or rent to other tenants.

Now it is agreed that regardless of loans or titles that that the Agard's agree to pay the (\$2500.00) as the Mortgage Bond Co. have had their Atty's examine same and accepted title as good. It is also agreed that the Agard Building Co. will pay all expenses and that none of the other parties hereto have in any way agreed to pay or cause to be paid any debt or debts whatsoever.

These terms and conditions are agreed to by the parties hereto and accepted as written.

The parties holding the deed agree not to record same unless the first parties fail to pay the above mentioned note when due with only three days grace.

Agard Building Co.

By R. H. Agard

W. G. Agard

Parties of the first part.

D. Ed Chase

By J. Edgar Freeman Agt.

Party of the Second part.

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

OKLAHOMA FORM OF ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of January, A.D. 1924, personally appeared J. Edgar Freeman to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and