en escrow in First National Bank of Tulsa together with duly signed and acknowledged deed together with notes and mortgage duly signed and acknowledged. The mortgage shall be drawn to cover last four notes of four hundred sixty five dollars (\$465.00) each. After the first two notes have been paid by party of 2nd part then the deed and mortgages and notes shall be given to respective parties hereto. Possession shall be given upon approval of abstract. Parties hereto shall have twenty days to close deal.

Above property shall be free and clear of any and all incumbrances whatsoever. In other words party of the first part shall furnish party of the second part: a merchantable title. If title is not good and emnot be made good within thirty days from date of this contract then the above one hundred dollars (\$100.00) shall be returned to party of the 2nd part. Should party of the 2nd part fail to comply with this contract then it shall be optional with party of the first part as to whether the one hundred dollars (\$100.00) earnest money shall be forfited.

Seller: Mabel Alice Perry Buyer: Oliver W. H. Turney

)

٩

 $\bigcirc$ 

( )

()

63

STATE OF OKLAHOMA, COUNTY OF TULSA.

ss.

Before me, B. H. Johnston a Notary Public in and for said County and State, on this 2nd day of Jan. 1924 personally appeared Mabel Alice Perry and Oliver W. H. Turney 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.

Witness my hand and official seal the day and year last above written. My commission expires June 24, 1925. (Seal) B. H. Johnson, Notary Public. Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 16, 1924, at 1:10 o'clock P.M. and recorded in Book 483, Page 163. (Seal) By Brady Brown, Deputy. 0. G. Weaver, County Clerk.

249170FA SUNTES ENDORSEMENT MORTGAGE OF REAL ESTATE. I herely criticy deal - ce does S, 18 and issued Receipt No. 133.66

tax on the victor merced. Jun. 192 4. Dated this / E day of Jun. 192 4. W. W Shuckey, county Transmor State of Oklahoma, of the second part.

THIS INDENTURE, Made this 16th day of Jan. 1924 between H. J. Gray of the first part, and The West Tulsa State Bank of Tulsa County; in the

COMPARED

WITNESSETH, That the said party of the first part, in consideration of the sum of Eight hundred eighty-nine and 50/100 Dollars the receipt whereof is hereby acknowledged, do by these presents, grabt, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit:

Lots Ten & eleven in Block One, Riverside Addition to West Tulsa, Okla.

now a part of Tulsa, Okla. as per the recorded plat thereof.

Said H. J. Gray states that this is not now a homestead nor was never used by himself or wife as a homestead.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said H. J. Gray has this day executed and delivered one certain promissory note in writing to said part- of the second part, for the sum of 3889.50.

Said note being signed and dated at West Tulsa, Okla. on Jan. 16th, 1924; Said note is signed by U. J. Gray and matures on April 16th, 1924. Haid note bears interest from maturity at the rate of eight per cent. Jaid note bears an attorneys fee clouse of \$88.00 .

164