

253196 C.M.J.

## AGREEMENT .

THIS AGREEMENT made and entered into this 15th day of November, 1922, by and between R. P. Brewer, N. R. Graham and H. C. Jacobus, of Tulsa, Oklahoma.

WITNESSETH: THAT WHEREAS, the parties hereto have purchased a certain tract of land in Tulsa County, State of Oklahoma, described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-four (34), Township Nineteen (19) North, Range Eleven (11) East,

AND WHEREAS, the deed to said property was executed by Willie Inscho and Helen Turner Inscho, his wife, to H. C. Jacobus, Trustee,

AND WHEREAS, as a part of the consideration for said deed, the said H. C. Jacobus, as Trustee, agreed to assume and pay a certain mortgage indebtedness now upon said land in the sum of Four Thousand Five Hundred Dollars (\$4,500.00), due May 1, 1923, with interest at six percent (6%) per annum from May 1, 1922, held by Conservative Loan Company, of Shawnee, Oklahoma, and also executed a certain promissory note to Willie Inscho and Helen Turner Inscho dated November 14, 1922, and due November 13, 1923, in the sum of Two Thousand Six Hundred Dollars (\$2,600.00), with interest from maturity at the rate of eight per cent (8%) per annum,

AND WHEREAS, said H. C. Jacobus is trustee in said matter for R. P. Brewer, N. R. Graham and H. C. Jacobus, and executed said above described note and agreement as Trustee on behalf of said R. P. Brewer, N. R. Graham and H. C. Jacobus.

NOW THEREFORE, it is understood and agreed by and between all parties hereto that said H. C. Jacobus, Trustee, holds the record title to the above described real estate as Trustee for said R. P. Brewer, N. R. Graham and H. C. Jacobus, and that each of said parties is the owner of an undivided one-third interest therein, subject to the payment of the above mentioned indebtedness, and that said H. C. Jacobus, Trustee, executed said above described instruments as Trustee for said parties, and that each of said parties owes one-third of said indebtedness, and each of said parties hereby assumes and agrees to pay one-third of said indebtedness, as evidenced by said note and said mortgage mentioned in said deed, and as evidenced by said note executed by said H. C. Jacobus, Trustee.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

H. C. Jacobus  
R. P. Brewer  
N. R. Graham

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

BEFORE ME, a Notary Public within and for said County and State, on this 15th day of November, 1922, personally appeared R. P. Brewer, N. R. Graham and H. C. Jacobus, 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 own free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year last above written.

My commission expires Dec. 22, 1924. (Seal)

C.T. Scott, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 11, 1924, at 10:30 o'clock A.M.

and recorded in Book 483, Page 378.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

----- THIS AGREEMENT FOR THE PURPOSES OF THE

253201 C.M.J. and H.C. Jacobus, Trustee, executed the within and foregoing instrument, and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

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THIS INDENTURE made the Seventh day of March, in the year one thousand