

Tulsa, according to the recorded plat thereof,

under the terms and conditions in said contract of July 20, 1923, more particularly appearing; and;

WHEREAS, both of the parties hereto are desirous of being relieved of the obligations of the said contract of July 20, 1923;

NOW, THEREFORE, in consideration of the premises and in consideration of both parties being released from the contract of July 20, 1923, and the obligations imposed thereby, it is agreed by and between the parties hereto as follows:

That the said contract of July 20, 1923, hereinbefore particularly described, is hereby abrogated, set aside and held for naught and both parties thereto released from the same.

It is further understood and agreed that all moneys paid by the second party, Althea Van Gundy, under the terms of the contract of July 20, 1923, shall be considered as rent for the use and occupancy by first party of the premises hereinbefore described, up to this time. The second parties represent unto the first parties that of the 36 notes given by Althea Van Gundy to the said J. H. Linde, 22 of said notes are unpaid and 14 of said notes paid, and the said first parties hereto, who no longer hold said notes, agree to protect the said Althea Van Gundy against the payment of said notes in the hands of such person or corporation as may now hold the same, and in consideration thereof the second parties hereto agree to deliver to the first parties the possession of the land, to-wit:

Lots Seventeen and Eighteen in Block 2, College View Addition to the City of Tulsa, Tulsa County, Oklahoma.

together with the improvements thereon, peaceably and quietly on or before July 1, 1924.

It is further agreed by and between the parties hereto that the warranty deed executed by the first parties in favor of the second party, Althea Van Gundy, conveying to her the premises above described and placed in escrow in the First National Bank of Tulsa, Oklahoma, and now held by the Planters & Mechanics Bank of Tulsa, Oklahoma, in escrow, shall be delivered to the first parties hereto,

It is further agreed that each of the parties hereto release the other of and from any and all claims for damages on account of violation of any of the terms of the contract of July 20, 1923 by the other party hereto, it being the intention of this instrument to put the parties back in the same position they were prior to the execution of the contract of July, 20, 1923, except as to such sums as the second part, Althea Van Gundy, has paid out under the terms of such contract.

This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Mrs. Althea Van Gundy

H. A. Van Gundy

FIRST PARTIES

H. A. Van Gundy does not now claim & never has had any interest in this property.

J. H. LINDE

HAZEL E. LINDE

SECOND PARTIES

STATE OF OKLAHOMA,  
County of Tulsa

Before me, a Notary Public within and for said County and State, on this 25 day of