

failure of the said party of the second part to comply with the terms of this contract, to enter upon said land, and take immediate possession thereof, together with all the improvements thereon.

And it is further mutually understood and agreed that in case the said party of the second part shall fail to comply with the terms of this contract, that any improvements placed upon said land, by him during the existence of this contract, and any sums paid by the party of the second part to the parties of the first part, under any virtue of this contract, shall be and belong to the said parties of the first part, as liquidated damages and compensation to them for the failure of the party of the second part to comply with this contract, and as rent for the use and occupancy of said premises.

And it is further mutually understood and agreed that the parties of the second part shall keep the property, herein agreed to be conveyed, together with all the improvements thereon, in as good condition as they are now, the usual wear and tear and damages by the elements alone excepted.

All payments to be made at the Exchange National Bank, of Tulsa, Oklahoma, who are empowered to receive and receipt for any and all payments made under the terms of this contract, and who are authorized to deliver Warranty Deed, and abstract of title, to the said H. E. Pemberton, or his assigns, as specified herein.

In witness whereof, the parties hereto have hereunto set their hands and seals, in triplicate this 29th day of January, A. D. 1924.

S. R. Gordon

Fanny L. Gordon

H. E. Pemberton

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Be it remembered, that on this 29th day of January A. D. 1924, before me, a Notary Public, in and for said County and State, personally appeared S. R. Gordon and Fanny T. Gordon, (husband and wife), the parties of the first part, and H. E. Pemberton, the party of the second part, 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 uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my Notarial Seal the day and year first above written.

My commission expires April 17th 1927 (SEAL) Chas K. Warren, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 1, 1924 at 10:40 o'clock A. M. in Book 486, page 49

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

250250 C.J.

COMPARED

RELEASE OF MORTGAGE

IN CONSIDERATION OF THE PAYMENT OF THE DEBT named therein, THE LOCAL BUILDING & LOAN ASSOCIATION OF OKLAHOMA CITY, OKLAHOMA, does hereby release the mortgage in the amount of \$1200.00, bearing date the 19th of June, 1922, made and executed by Lillie G. Trullinger, a widow of the first part, to THE LOCAL BUILDING & LOAN ASSOCIATION, aforesaid, of the second part, and recorded in Book 388 of Mortgages, page 275 of the records of Tulsa County, State of Oklahoma.

Covering:--

Lot Four (4) in Block Twenty (20) in Gillette-Hall Addition to Tulsa, Oklahoma, according to the recorded plat thereof, in Tulsa County, State of Oklahoma.

IN WITNESS WHEREOF, THE LOCAL BUILDING & LOAN ASSOCIATION, aforesaid, has caused