

said real estate, having been executed in the sum of \$2150.00, and
whereas the said parties of the second part are desirous of renewing said first mortgage as well as said second mortgage, and

whereas the 1922 and 1923 taxes on said real estate have not been paid and past due, and

whereas said parties of the second part are in arrears on the payments due on said first as well as the payments due on said second mortgage.

Now therefore be it remembered:

1. That the parties of the second part have this day made and executed a general warranty deed conveying to said party of the first part the above described real estate.

2. That the parties of the second part have made and executed their promissory note for \$1770.00 payable to the Gordon Grady Building Company in monthly installments of \$30.00 and interest, the first payment being due July 8, 1924 and the said parties of the second part have this day executed their second mortgage on said real estate, above described, securing said \$1770.00 mortgage.

3. That the parties of the second part agree to pay the 1922 and 1923 taxes on said real estate on or before the 8th. day of June 1924.

4. That said party of the first part agrees to release its said second mortgage of \$2150.00 above described.

5. That said general warranty deed and said \$1770.00 promissory note and said second mortgage securing said \$1770.00 note shall be placed in escrow with M. Hughes of Tulsa Oklahoma and shall be delivered on the following conditions and as hereinafter stated and set forth, to-wit:

Provided that if the said parties of the second part shall pay the 1922 and the 1923 taxes on said real estate on or before June 8, 1924, then and in that case the said general warranty deed shall be delivered to said parties of the second part and the said \$1770.00 note and said second mortgage securing said \$1770.00 note shall be delivered to the Gordon Grady building company. And provided further that if the said parties of the second part shall fail or refuse to pay the 1922 and the 1923 taxes on said real estate on or before the 8th. day of June 1924, then and in that case the said General Warranty Deed shall be delivered to the Gordon Grady Building company and the said \$1770.00 note and the second mortgage securing said \$1770.00 shall be delivered to the said parties of the second part.

In witness whereof we have hereunto signed our names this 11th. day of March 1924.

Attest: A. F. Sweeney
Secretary.

State of Oklahoma,
County of Tulsa, SS

(CORPORATE SEAL) The Gordon Grady Building Co.

By P. H. Mayginnes
President

David W. Ross

Sarah M. Ross

Before me the undersigned a Notary

Public in and for said County and State on this 11th. day of March 1924 personally appeared David W. Ross and Sarah M. Ross, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they and each of them executed the same as their free and voluntary act for the uses and purposes therein set forth.

My commission expires Jan. 6, 1927

(SEAL)

Chas N. Simon, Notary Public

State of Oklahoma, County of Tulsa, ss.

Before me the undersigned a Notary Public in and for said county and state on this 12th. day of March 1924 personally appeared P. H. Mayginnes to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.