

the first part agree and contract to execute to the parties of the second part, another general warranty deed. Which said warranty deed shall be dated on the 31st of July, 1922 and shall properly described the property described the property sought to be conveyed to the said Grover C. Spitznagel and Annie Laurie Spitznagel.

It is further agreed that the said Grover Spitznagel and Annie Laurie Spitznagel his wife, shall then execute to A. R. E. Evans and P. A. Evans, husband and wife, another substituted real estate mortgage which shall properly describe the property conveyed in the said substituted warranty deed above referred to.

It is further agreed and understood that then, the said Grover Spitznagel and Annie Laurie Spitznagel will execute a substituted promissory note to the said A. R. Evans and P. A. Evans, in the sum of \$937.00 Dollars, and that said note shall be dated as of July 31, 1922, and shall become due and payable on July 31, 1924, and that said note shall bear 8 per cent interest per annum from date, and that the interest on said note shall be paid annually.

It is further agreed that the said Grover C. Spitznagel and Annie Laurie Spitznagel have paid upon the said \$1250 note executed as aforesaid, interest in the Amount of One Hundred dollars (\$100.00), and that the said Grover C. Spitznagel and Annie Laurie Spitznagel shall be credited with the payment of one hundred dollars interest on the new note in the sum of \$937.00 Dollars; that is to say, that when the said Grover C. Spitznagel shall execute another note in the sum of \$937.00 Dollars, he shall pay interest at the rate of 8 per cent per annum from the 31st day of July, 1922 upon said note, and that he shall be credited in the sum of \$100.00 upon the interest due upon said note since the said Grover C. Spitznagel and Annie Laurie Spitznagel have already paid the sum of \$100.00 upon the \$1250 note above referred to.

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

Witnesses to Mark

Laura Stevens

E. R. Brenneman

his
A. R. Evans X
mark

P. A. Evans
Parties of the first part.

G. C. Spitznagel

Annie Laurie Spitznagel
Parties of the Second part.

STATE OF OKLAHOMA:
:SS.
COUNTY OF TULSA :

Before me, a Notary Public in and for the said County and state, on this the 24 day of March, 1924, personally appeared A. R. Evans, P. A. Evans and G. C. Spitznagel and Annie Laurie Spitznagel to me known to be the identical persons who executed the foregoing instrument, and who acknowledged to me that they executed the same of their free and voluntary act and deed for the purposes and uses therein set forth.

My commission expires May 14, 1924 (SEAL) Laura Stevens, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Apr 9, 1924 at 9:50 o'clock A. M. in Book 487, page 229

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