

255324 C. J.

CONTRACT AND AGREEMENT. ~~COMPAREL~~

THIS CONTRACT AND AGREEMENT, entered into on this the 24th day of March, 1924, by and between A. R. Evans and P. A. Evans, husband and wife parties of the first part and L. C. Hinz, party of the second part.

## WITNESSETH:

That whereas, on the 31 day of July, 1922, A. R. Evans and P. A. Evans his wife, executed and delivered to L. C. Hinz, a general warranty deed, and that

Whereas, said warranty deed conveyed certain real property described as;

"All of that part of the North half (N $\frac{1}{2}$ ) of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 21, Township 19 North, Range 11 east, which lies East of the road which now on this date runs completely thru said section. All being 20 acres, more or less."

Which said warranty deed was filed for record on the ---- day of ----- 1922, and recorded in Book----, page---- of the records of the Register of Deeds for the County of Tulsa, State of Oklahoma, and

Whereas, the description in the above referred to warranty deed, is inaccurate and incorrect, and

Whereas, the parties to this contract are desirous of correcting the description in the said warranty deed, and

Whereas the said L. C. Hinz on the 31 day of July, 1922, executed a real estate mortgage back to the said A. R. Evans and P. A. Evans, and

Whereas the said real estate mortgage contains the same description as the said warranty deed, and

Whereas, the parties hereto are desirous of correcting the description in the said real estate mortgage, and

Whereas, the said L. C. Hinz executed a promissory note in the sum of \$1250, which was dated on July 31, 1922, payable to the order of A. R. Evans on July 31, 1924, and

Whereas, it is agreed and understood that the description of the property being incorrect and conveying to the said L. C. Hinz more property than as a matter of fact was intended to be conveyed to the said L. C. Hinz, and that therefore the said promissory note and the amount of the same is incorrect;

NOW THEREFORE, for the considerations which are set forth in this contract, party of the first part agree and contract to execute to party of the second part, another general warranty deed. Which said warranty deed shall be dated on the July 31, 1922, and shall properly describe the property sought to be conveyed to the said L. C. Hinz.

It is further agreed that the said L. C. Hinz shall then execute to A. R. 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 L. C. Hinz will execute a substituted promissory note to the said A. R. Evans and P. A. Evans, in the sum of \$688.00 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 L. C. Hinz has paid upon the said \$1250 note executed as aforesaid, interest in the amount of One hundred (\$100.00) dollars, and that the said

L. C. Hinz shall be credited with the payment of One Hundred dollars interest on the new note in the sum of \$688.00 Dollars; that is to say, that when the said L. C. Hinz shall execute another note in the sum of \$688.00 Dollars, he shall pay interest at the rate of 8 per cent per annum from the 31st of July, 1922 upon said note, and that he shall be credited