

and Ola B. Axley to me known to be the identical persons 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 hand and notrial seal on the date last above mentioned,

My commission expires Aug, 8th. 1928 (seal) Sarah T. Moats Notary Public
Filed for record in Tulsa, Tulsa County, Oklahoma, December 29th, 1924 at 3:40 O'Clock P. M.
and recorded in Book 489, Page 556,

By- Brady Brown Deputy (seal) O. G. Weaver County Clerk;

#275221 EC

A G R E E M E N T ;

THIS AGREEMENT, Made and entered into on this 10th day of December, 1924, by and ^{between} Jimmie Ray Drew and Hazel Drew, his wife, parties of the first part, and C. Dye, party of the second part,

WITNESSETH: THAT, WHEREAS, parties of the first part are the owners of the following described real estate, to-wit;

All of Lot One (1), otherwise described as the Northwest Quarter of the Northwest Quarter of Section Thirty (30), Township Nineteen (19) North, Range Thirteen (13) East, except three (3) acres described as follows; Commencing at the Southwest corner of Lot One (1) above described, thence ^{with} on and along the west line thereof, a distance of 361.5 feet; thence due east 361.5; thence south 361.5 feet to the south line of the said Lot One (1), thence west on and along the south line thereof, a distance of 361.5 feet to the place of beginning; and except ten (10) acres described as follows, to-wit; Beginning at the Northwest corner of said lot One (1), thence due south on the west line thereof, a distance of 463.7 feet, thence due east 927.4 feet, thence due north 463.7 feet to the north line of said forty acre tract, thence west on and along the ^{with} south line thereof a distance of 927.4 feet to the place of beginning, containing 25.36 acres according to the U. S. Survey thereof, and

WHEREAS, parties of the first part desire to have said tract or land above described platted and sold, and,

WHEREAS, a mortgage of \$500.00 has been secured covering said real estate above described, the proceeds of which are to be used as hereinafter set forth,

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged as having been paid by party of the second part to parties of the first part, and the covenants hereinafter set forth, it is agreed as follows;

1; Party of the second part agrees to plat said land into blocks and lots: do the necessary grading and chatting of the streets and to sell said property after said platting grading, and chatting have been completed, The amount for which said lots are to be sold to be agreed upon by the parties hereto,

2- Parties of the first part agree to give party of the second part the exclusive right to sell said lots for a period of twenty-four months after said lands have been platted and agree to pay party of the second part the sum of eleven (11) per cent, of the sale price of all lots sold in said addition, as his compensation for preparing said lands for sale and agree to pay party of the second part the sum of five (5%) per cent, of the gross proceeds of all sales of lots in said addition, as his commission for the sale of same,