

3- It is further agreed that in the event parties of the first part sell any of said lots, they shall sell same as the agent of the party of the second part, at the price and upon the terms designated by party of the second part, and shall receive for their compensation five per cent (5%) of the gross proceeds of said sale,

4- It is further agreed that party of the second part shall retain from the proceeds of the \$7500.00 loan, placed upon said land, the sum of \$4500.00 to defray the expenses of platting said land, grading and chatting the streets and such other expenses as are necessary for the preparation of said land for sale.

5- It is further agreed that upon the sale of any of said lots by party of the second part, the proceeds received from the sale of said lot, or lots, shall be disbursed as follows: Party of the second <sup>part</sup> shall retain the sum of eleven (11%) per cent of the proceeds so obtained, as compensation for the preparation of said land for sale and the sum of five (5%) per cent, as commission for the sale of said lot, or lots, and shall remit twenty-five (25%) per cent, of the amount so received to parties of the first part, and shall apply any sum remaining to retire the indebtedness against said property represented by said mortgage of \$7500.00 or any portion thereof which may be unpaid at the time said lots are so sold and said money received by party of the second part;

6- It is further agreed that when said indebtedness of \$7500.00 has been fully paid and satisfied, that any sums over the eleven (11%), per cent. due to party of the second part for the preparation of said land for sale and his commission of five (5%) per cent, for the sale of same, shall be remitted to parties of the first part;

7- Party of the second part further agrees that he will keep a strict account of all money received and expended and that parties of the first part may at all times have access to his books and accounts for the purposes of ascertaining the amount received and expended by party of the second part,

8- It is further agreed that in the event lots are sold and paid for in installments then each installment shall be divided in the same proportions as if the total amount had been paid, by the purchaser, at the time of sale.

9- It is further agreed that party of the second part shall have a lien upon the lands herein described until such time as all of the lots have been sold and he has received his compensation as herein provided,

10- Party of the second part agrees that upon the sale of any lot or lots, he will execute to the purchaser a quit claim deed releasing any lien he may have upon the particular land transferred to the purchaser.

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

Jimmie Ray Drew

Hazel Drew, Parties of the first part,

O. Dye, Parties of the second part;

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, a Notary Public, in and for the County and State aforesaid, on this 10th day of December, 1924. personally appeared Jimmie Ray Drew and Hazel Drew, his wife, and O. Dye, personally known to me to be the identical persons who executed the within and foregoing contract, and acknowledged to me that they executed the same as their free and voluntary act and deeds for the uses and purposes therein set forth,

WITNESS MY hand the day and year last above written,

My commission expires Jan 4th. 1926

(seal)

Zaida Hogan Notary Public,

Filed for record in Tulsa, Tulsa, County, Oklahoma, December 30th, 1924. at 1:00 O'Clock P. M.

and recorded in Book 489, Page 558,

By- Brady Brown Deputy

(seal)

O. G. Weaver County Clerk,

COPIED BY  
R. S. Sand

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