in said premales. It is understood that the value of the said south half of the said southwest quarter is \$10,000.00, subject to a first mortgage thereon in the amount of \$3,000.00; leaving an equity in the first party therein of \$7,000.00; that the value of said lot 7, block 2, College Addition to the Citylof Tulas, is \$6,000.00 subject to a first mortgage therein of \$2,750.00, less all payments under said mortgage up to and including the 1st day of January, 1925, which the said G. W. Jackson and Ora Jackson agree to make, or a total sum tobbe deducted from said mortgage of \$132.00, leaving an equity of the said G. W. Jackson and Ora Jackson therein of \$3,362;00; that he value of said lot 5, block 9, Eastlawn addition to the City of Tulsa, Oklahoma, is \$5,000.00, subject to a first mortgage thereonicf \$2,500.00, less all payments under said mortgage up to and including the 1st day of January. 1925, which the said Thomas R. Eastman and Tennie Eastman, his wife, agree to make, or a total to be deducted from said mortgage of \$100.00 leaving an equity of the said Thomas R. Eastman and Tennie Eastman, therein of \$2600.00/ That the total equity of the said second parties in and to the property above described on January 1, 1925, will be \$5,982.00. That the difference between the equities of the second parties in and to the premises above described, as they shall stand on the 1st day of January, 1925, and the equity of the first party is and to the said S_2^{+} of the said SW_2^{+} , is ten hundred eighteen (\$1018.00) dollars; and that said sum of \$1018.00 shall be evidenced by a mortgage on the interests that the said second parties shall acquire in and to the said St of the said SW4, made in favor of the First National Bank of Bixby, Oklahoma, for the benefit of the said first party.

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter set forth, it is stipulated and agreed between the parties hereto as follows:

That there shall be executed, and placed in escrow in the National Bank of Commerce, Tulsa, Oklahoma, together with a copy of this agreement:

- 1. A warranty deed, covering the SW1 SW2 of section 17, tornship 16 north, range 14 east, Tulsa County, Oklahoma, made by the first party unto G; W. Jackson or Ora Jackson, his wife, subject to the first mortgage now of record against the entire Sh of the SW4, amount \$3000.00.
- 2. A warranty deed, covering the SEH of the SWH, made by the first party unto Thomas R. Eastman, or Tennie Eastman, his wife, subject to the first mortgage now of record against the entire 52 of the said SW4, amount \$3,000.00
- 3. A warranty deed, covering lot 7, block 2, College addition to the City of Tulsa, Oklahoma, made by G. W. Jackson, and Ora Jackson, his wife, to the first party, subject to the first mortgage now of record against said premises in favor of the Ponca City Building & Loan Association, amount \$2,750.00.
- 4. A warranty deed, covering lot 5, block 9, East Lawn addition to the Cityof Tulsa, Oklahoma, made by Thomas R. Eastman, and Tennie Eastman, his wife, to the first party, subject to the first mortgage now of record against said premises in favor of the Federal Savings & Loan Association, amount \$2500.00.
- 5. A promissory note, in the amount of \$384.00, secured by a mortgageou the said SW2 of the SW2, made by G. W. Jackson and Ora Jackson, his wife, in favor of the First National Bank of Bixby, Oklahoma, payable annually, from date, with interest at the rate of 8 per cent per annum until paid.
- 6. A promissory note, inthe amount of \$634,001 secured by a mortgage on the said SE of the SE made by Thomas R. Eastman, and Tennie Eastman, his wife, to the FirstNational Bank of Bixby. Oklahoma payable annually from date, with interest at the rate of 8 per cent per annum until paid.

That it further agreed:

a. That on or before November 15, 1924, an abatractof title, certified to date,

491

لا

J. K. G.

(

Γ

4

*