

which said mortgage was duly filed for record and recorded in Book No. 490. at Page No.250 in the Office of the County Clerk; Ex officio Register of Deeds of Tulsa County, State of Oklahoma, on the 20th day of October 1924.

In Witness Whereof, Exchange Trust Company has caused these presents to be signed by its Vice President and attested by its Ass't. Secretary, and its corporate seal to be hereto affixed this 16th day of February A.D.1925.

Attest: O. A. Sunderwirth,
Ass't. Secretary.

EXCHANGE TRUST COMPANY,
(Cor. Seal) By C. H. Howard, Vice President.

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February A.D.1925, personally appeared C. H. Howard, Vice President of Exchange Trust Company, a corporation to me known to be the identical person who subscribed the name of the Exchange Trust Company to the foregoing Assignment of Mortgage as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

My commission expires Oct. 27th, 1926. (Seal) Jess McInnis, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, February 24, 1925, at 11:20 o'clock
A.M. and recorded in Book 493, Page 131.

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

279480 C.M.J.

LOT CONTRACT.

THIS AGREEMENT, made and entered into this 29th day of January, 1925 by and between FORD CAR EXCHANGE (Inc.) Tulsa, Okla. party of the first part and C. Hawk of Tulsa, Okla-homa, party of the second part.

WITNESSETH, That the party of the first part agrees to sell, and the part- of the second part agrees to pay for the following described real estate, to-wit:

Lot 25, Block Thirteen (13) of Hale Sub-division, Tulsa C county, Oklahoma.
This contract subject same conditions as to mineral rights etc. as is shown on previous
instruments affecting this property now on file in the office of Registrar of Deeds of
Tulsa County. It is not the intention of the vendor to convey any mineral rights.
of - - - addition to - - - according to the recorded plat thereof.

It is agreed by and between the parties hereto, that the purchase price of the above described lot shall be Twelve Hundred and Seventy-five & No/100 Dollars, payable as follows, \$200.00 cash, this day paid, the receipt of which is hereby acknowledged, and the balance of \$1075.00 to be paid \$30.00 each month beginning on the first day of March 1925 and said payments of \$30.00 to be paid on the first day of each month thereafter until the said \$1075.00, together with interest shall have been paid.

The deferred payments are evidenced by one promissory note of second party, of even date herewith, and which draw interest at the rate of 8 per cent per annum, payable semi-annually from their date until paid. Said notes are payable at 313 East Second Street, Tulsa, Oklahoma.

It is agreed and understood that time is the essence of this contract, and in event of default on the part of the part of the second part, or upon his failure to make either one or all of the said payments at the time same are due and payable, this contract shall, at the option of the party of the first part be instantly terminated and the said party of the second part shall forfeit all payments made by him prior to such default; and all such payments so forfeited shall be retained by the said party of the first part, as rental and in full liquidation of all damages by him sustained, and he shall have the right to re-enter