

the time of delivery of said title as aforesaid.

4 - First party agrees to immediately furnish a complete abstract of title to said lands to second party for his examination, said abstract to be brought down to date and to be certified to by some reliable bonded abstractor. In the event said above mentioned Warranty Deed is delivered to second party, said abstract is to become the property of second party. It being further understood that said first party will cause said abstract to be brought down to the date of the delivery of said deed in case same is delivered.

5 - In the event that second party's said attorney shall make any requirement or requirements for the perfection of the title to said lands, first party agrees to secure whatsoever papers, affidavits, etc. shall be necessary to satisfy said requirement or requirements, at his own cost and expense and within a reasonable time from the time he has notice of the same. However, second party may at any time at his option take the title to said lands without any or all of said requirements being satisfied; but in such case his acceptance of such title, shall be ~~binding~~ upon him only in case it be made in writing and signed by him.

6 - Second party, may at any time hereafter remove the building or buildings now upon said lands, for the purpose of erecting an apartment building thereon, and the mortgage of said first party shall not apply to the said building when removed.

7 - Immediately upon the acceptance of said title to said lands by second party as above provided, said first party shall execute and deliver to second party said General Warranty Deed to said lands, and said second party shall deliver to said first party said \$5000.00 cash payment and said \$12000.00 note and mortgage.

8 - This agreement is executed in duplicate and as to all, each and every one of its conditions and terms is binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

9 - Time is of the essence of this agreement.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this the - - day of March, A.D.1925, at the City of Tulsa, County of Tulsa, State of Oklahoma.

W. B. Stahl

Thora Stahl, First Parties

M. L. Wright Second Party.

Witnesseth signatures of all parties:

- - - - of Tulsa, Oklahoma, and

- - - - of Tulsa, Oklahoma,

Filed for record in Tulsa, Tulsa County, Oklahoma, April 21, 1925 at 9:25 o'clock A.M. and recorded in Book 493, Page 389.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

285112 C.M.J.

ASSIGNMENT OF MORTGAGE.
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That Southwestern Mortgage Company, Roff, Okla. in consideration of the sum of One Dollar and other good and valuable considerations ## Dollars to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Theodore Hayden, Sandusky, N. Y. his heirs and assigns, one certain mortgage, dated the 9th day of March A.D.1925, executed by R. M. McCreery and Oma McCreery, his wife, to Southwestern Mortgage Company upon the following described property, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot Thirteen (13) Block Seventeen (17) Orcutt Addition to the city of Tulsa.
given to secure the payment of \$4000.00 and the interest thereon, and duly filed for record

COMPARED BY
J. L. Stahl
J. L. Wright