

mortgage. The foregoing covenants and conditions being faithfully kept and performed this conveyance shall be void; otherwise of full force and effect.

Tenth; In construing this mortgage, the words "first party" shall be held to mean the persons named in the preamble as party of the first part, jointly and severally.

Eleventh: Said first party agree to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The party of the first part has hereunto subscribed their names and affixed their seals.

STATE OF OKLAHOMA,       )  
                                  ) SS.       Pearle M. Johnson  
COUNTY OF TULSA.       )       R. W. Johnson.

Before me, Maie P. Baker a Notary Public in and for said County and State, on this 6th day of October, 1924 personally appeared Pearle M. Johnson and R. W. Johnson her husband 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. Witness my hand and official seal the day and year last above set forth.  
My commission expires Sept. 26, 1927.       (Seal)       Maie P. Baker, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 7, 1924 at 4:30 P. M. o'clock  
recorded in book 496, page 447.  
By Brady Brown, Deputy.       (Seal)       O. G. Weaver, County Clerk.

269408-OW.

A G R E E M E N T.

THIS AGREEMENT, Made and entered into on this 14th day of August, 1924, by and between Dan Hunt, Sr., party of the first part, and J. L. Seidenbach, party of the second part,

WITNESSETH: THAT WHEREAS, the party of the first part represents that he is the owner of the following described real estate in the City of Tulsa, Tulsa County, Oklahoma, to-wit: South 50 feet of Lot 6, Block 136 of the original Town of Tulsa, Tulsa County, Oklahoma, as per recorded plat, and being improved property known as the Marquette Hotel Building, and having 50 foot frontage on Main Street and running back easterly full width of front to a depth of 140 feet to the alley in rear.

AND WHEREAS party of the first part desires to sell said real estate and party of the second part desires to purchase same.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar in hand paid by second party to first party, receipt of which is hereby acknowledged, it is hereby agreed;

(1) party of the first part does hereby agree to sell the said property by good and sufficient warranty deed as hereinafter provided at and for a total consideration of Two Hundred Twenty-two Thousand Five Hundred (\$222,500.00) Dollars to be paid or assumed by second party.

(2) Party of the second part has this day paid and deposited the sum of Twenty Thousand (\$20,000.00) Dollars, together with a copy of this contract, in escrow in the Central National Bank of Tulsa, Oklahoma, same to be utilized as a part of the purchase money above mentioned to be paid by said Central National Bank of Tulsa to first party upon the passing of title papers and instrument of conveyance as herein contemplated.

(3) It is further agreed that there is a first mortgage upon said real estate in the principal sum of One Hundred Thousand (\$100,000.00) Dollars bearing 5 1/2% interest per annum running for five (5) years from January 1924, and is reducible in the sum of Ten Thousand (\$10,000) Dollars principal besides interest as therein provided in January 1924 and annually thereafter, which mortgage is assumed as part of the purchase