

parties of the second part were to have the option either of continuing the said Ninety-eight Dollars (\$98.00) monthly payments until the balance due upon the first mortgage including interest should have been fully paid, or they might elect after the payment of the said second mortgage to pay the remainder then due upon the first mortgage at the rate of 1 per cent thereof per month, plus interest at the rate of 8 per cent per annum, computed and deducted monthly; and

WHEREAS, after the said arrangement has been entered into the said party of the first part found it inconvenient on its part to carry out the said arrangement, and the said two mortgages were written after the terms as now appear of record covering the said premises, but the same was done with the understanding that said party of the first part would protect the said parties of the second part pursuant to the terms of their said original agreement, and said party of the first part now desires to give evidence of their said agreement.

NOW, THEREFORE, in consideration of the foregoing and of One Dollar (\$1.00) cash in hand paid by parties of the second part to party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby agree to and with said parties of the second part that party of the first part will upon demand by parties of the second part at any time after the 1st day of July, 1926, (Provided all payments then due under the terms of the present two mortgages shall have been met by parties of the second part) make provision giving parties of the second part the right and opportunity to make payment covering the balance then due upon the said first and second mortgages as follows, to-wit: Parties of the second part may either continue to make the said payments of Ninety-eight Dollars (\$98.00) per month, to be applied upon the said mortgages as now written until the same are fully paid including interest thereon; or parties of the second part may, if they so elect, demand that the said remaining obligation due under the said first and second mortgages shall be placed in a single first mortgage upon said property with a provision for payment thereof at the rate of 1 per cent per month of the total then amount of said obligation, plus interest at the rate of 8 per cent per annum, computed and deducted monthly.

It is further agreed and understood by and between the parties that if parties of the second part shall elect on or after July 1st, 1926, to make payment of the said remaining obligation at the rate of said 1 per cent per month, then that party of the first part will afford to parties of the second part a means of obtaining a proper loan upon the basis of their said election, the security therefor being a first mortgage upon the premises aforesaid, and that parties of the second part will further be enabled to take out such new loan, giving such mortgage therefor without any additional cost or expense whatsoever to parties of the second part.

This agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.

WITNESS our hands the day and year first above written.

(Corporate Seal)
Attest: W. J. Atkins, Secretary.

PEOPLES HOMES CORPORATION,
By D. W. Franchot, President.
Margaret E. Biddle,

STATE OF OKLAHOMA,)
TULSA COUNTY.) ss.

Albert G. W. Biddle Parties of the second part.

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of July, 1924, personally appeared D. W. Franchot, to me well known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its 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 such