

as aforesaid, and provided further, that the payment of said notes shall not release the said M. J. Allen or the balance of said lands covered by said mortgage from the payment of the balance due thereon, on date said Mtge note for \$650 to Joseph M. Wren is due.

FIFTH: It is further agreed that whereas there is now on said entire Block 2 of Allen's Subdivision of the East Half of the Southwest Quarter of Section 27, Township 19 North, Range 13 East, containing 40 acres, and of which said forty acres these lots are a part, a certain oil and gas lease; and providing that in case oil or gas shall be produced upon any part of said Block Two (2) herein that in that event the parties of the second part hereto shall have and receive their proportionate share of any royalties or rentals coming due, said proportion to be the proportion that their lots above described bear to the entire forty (40) acres.

SIXTH: It is further agreed that the general ad valorem taxes for the year 1924 shall be pro rated among all of the owner of the entire East Half of the Southwest of Section 27 in case said lands is assessed as a body, but if said lots are assessed according to said subdivision, then this provision shall not apply.

SEVENTH: It is further agreed that in case of a foreclosure of said mortgages now held by the said Exchange National Bank and Joseph Wren, or either of them, in the event that the parties of the second part shall default in the payment of their notes as aforesaid, then and in that event all of the remaining part or parcel of said property covered by said mortgage shall in the sale thereof be first exhausted before the sale of said lots purchased by parties of the second part as aforesaid.

It is further agreed that a copy of this agreement, together with the Warranty Deed from the said M. J. Allen and wife, parties of the first part, a partial release of the said C. W. and M. E. Bailey mortgage, in so far as it affects the herein described lots, together with the partial release of the Joseph Wren mortgage in so far as it affects the herein described lots duly executed by Joseph Wren shall be placed in escrow with the Exchange National Bank as escrow agents and when and upon payment of hereinbefore mentioned notes one to ten (1-10) inclusive, totaling Nine Hundred Dollars (\$900.00) to the said bank, said C. W. Bailey and M. E. Bailey release shall be delivered to said second party; and further that upon the payment of an additional Six Hundred and Fifty Dollars (\$650.00) to Joseph Wren by M. J. Allen or from proceeds of payments of succeeding notes, then and in that event said duly executed Joseph Wren release shall be delivered to said second parties, and further that upon full and complete payments of the notes under this agreement, said warranty deed from M. J. Allen and wife, shall be delivered to said second parties, and it is further agreed that the parties of the second part shall have the right to tender payment of any and all of the said notes at the Exchange National Bank.

Parties of the second part shall immediately upon the execution of this agreement, be entitled to possession of said premises, and this contract shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF the parties hereunto have executed this agreement on this 15th day of October 1924.

M. J. Allen,
Lorraine R. Allen,
Parties of First Part.

Joseph M. Wren,
Party of Fourth Part.

Alice M. Fletz,
Clara B. Snyder,
Parties of Second Part.
The Exchange National Bank,
Tulsa, Okla.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

) SS.

By W. A. Brownlee, Vice Pres't
& Cashier, Party of Third Part.

Before me the undersigned, a Notary Public within and for the County and State above named, on this 21 day of October 1924, personally appeared M. J. Allen and

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