

and state on the 1st day of March 1910, personally appeared Etta Mason and D.J. Mason, to me known to be the identical person 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 above written.

(seal)

E.F. King, Notary Public.

My commission expires Jan. 27 1912.

Filed for record at Tulsa, Okla. Mar 4 1910 at 8 o'clock A.M.

H.C. Walkley, Register of Deeds (seal)

MEMORANDUM OF AGREEMENT.

THIS AGREEMENT, made and entered into this 10th day of February, A.D. 1910 by and between Thomas A. Dillinger of the city of Tulsa, Tulsa County Oklahoma, party of the first part, and L.K. Cone, of the same place, party of the second part;

WITNESSETH: that the party of the first part hereby agrees to sell to the party of the second part Lot Three (3) in Block One Hundred ten (110) Original town (now city) of Tulsa, Tulsa County, State of Oklahoma, for the sum of Eighteen thousand five hundred (\$18,500.00) Dollars to be paid as follows:-

\$200.00 on the signing of this contract;

\$7300.00 on the execution and delivery of a warranty deed to said property.

\$5000.00 on or before six months from date of the execution of said warranty deed.

\$6000.00 on or before twelve months from the date of the execution and delivery of said warranty deed.

The said party of the second part hereby agrees to purchase said property being Lot Three (3) in Block One Hundred and ten (110) Original Town (Now City) of Tulsa, Tulsa County, State of Oklahoma, and agrees to pay to the party of the first part for said property the sum of Eighteen thousand five hundred (\$18,500.00) dollars;

\$200.00 on the execution of this contract;

\$7300.00 on the execution and delivery of a good and sufficient warranty deed to said Lot 3, in Block 110;

\$5000.00 on or before 6 months from the date of said warranty deed;

\$6000.00 on or before 12 months from the date of the execution of said Warranty deed.

It is further agreed by and between the parties hereto that at the time of the execution and delivery of the warranty deed to said premises by the party of the first part to the party of the second part, the second party is to execute his note for the sum of Five Thousand (\$5000.00) dollars, with interest thereon at the rate of eight per centum per annum from date, payable on or before six months from date, and one note for six Thousand (\$6000.00) Dollars, with interest thereon at the rate of eight per centum per annum from date, payable on or before twelve (12) months from date of said deed, and to secure the payments of said two promissory notes by a mortgage upon said lot three (3) in Block One Hundred and ten (110) Original Town (now City)