

rights under and by virtue of this contract, it being expressly understood and agreed that the time of payment is of the essence of this contract and that it is intended by both parties that in case of failure to make this payment, within the time herein limited, that this contract shall be null and void and of no force and effect whatever, and that all rights of whatever kind or character possessed or claimed by the said party of the second part shall cease, and that said lands and all contracts and notes given in payment of lots under said contract and all moneys received from the sale of lots and unsold lots shall become the property of the party of the first part free from any charge or claim from the party of the second part.

It is further mutually understood and agreed that by reason of any defect in the title to the property herein described the said party of the second part is compelled to give up and cease the sale of said lots and the said party of the first part agrees to reimburse the said party of the second part for any and all expenditures he may have made in and about the sale of said lots, the grading of said streets, the planting of said trees in and upon said lots and said parkage surrounding the same.

IN WITNESS WHEREOF the said Vinita R. Crutchfield, and J.H. McKee, the parties hereto, have hereunto set their hands to this contract in duplicate this 25th day of February 1910.

Vinita R. Crutchfield

Signed in the presence of

J.H. McKee

Chas. Richardson,  
Walter Reighard.

State of Oklahoma, Tulsa County, S.S.

Before me a Notary Public in and for said county and State, on this 25th day of February 1910, personally appeared Vinita R. Crutchfield, and J.H. McKee 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.

(seal)

Laura Richardson, Notary Public.

My commission expires Oct. 16, 1913.

Filed for record at Tulsa, Okla. Mar. 19 1910 at 2 45 o'clock P.M.

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

COMPARED

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner, holder and mortgagee of a certain real estate mortgage executed November 4th, 1908, by A.L. Braymer, a widower, to The Prudential Investment Company, to secure the payment of Eighteen Hundred and Seventy-one and 50/100 Dollars to the said The Prudential Investment Company, by which mortgage, the said A. L. Braymer mortgaged to the said The Prudential Investment Company:-

All of Lot numbered three (3) in Block numbered Five (5) of Kirkwood Place, an addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, hereby acknowledges receipt of value of the debt secured by said mortgage and acknowledges payment thereof, and the lien thereof is hereby <sup>discharged</sup> ~~acknowledged~~ and released, the same having been entered for record in Book 39 of mortgages at page 361 in the office of the Register of Deeds of Tulsa County, Oklahoma.

IN WITNESS WHEREOF, The Grantee has caused these presents to be executed on its behalf by Lawrence K. Cone, its President and attested by C.R. Adams, its Secretary on the 1st day of December, 1909.