

rate of fifty (\$50.00) Dollars per month on or before the 23d day of each month, said payment including the interest and principal on said loan.

It is hereby agreed by the said first party that he will execute a warranty deed to the said property and show a clear title except as above recited. The said first party to pay the first half of the 1910 taxes and second party to pay the second half of same.

The three notes above referred to as being due on or before, 1, 2, and 3, years shall be evidenced by a second mortgage to secure to the said first party the payment of same, said mortgage to cover the said property herein described.

The said first party hereby agrees to assign the insurance without cost to the said second party and further agrees to give possession of the said premises on or before December twenty-fourth (24th) 1910.

Said party agrees to furnish an abstract showing title clear except as above mentioned, same to be brought down to date of delivery of deed.

It is understood and agreed that a warranty deed to the above described property has this 10th day of December, 1910, been duly executed and left with Cunningham & Bunch, agents for the parties hereto, same to be delivered to the said second party as soon as the title has all been cleared except as to the above mortgages. It is further agreed and understood that there has been executed a second mortgage and three notes as above referred to by the second party, same are also left with said agents to be delivered to said first party at the same time said deed is delivered.

It is hereby agreed by the said first party that he will at once pay the taxes on said property and proceed to perfect the title on said property to the entire satisfaction of the second party as herein agreed and that the same shall all be straightened up not later than January 1st, 1911, The agreements herein made shall be binding upon the heirs or assigns of the respective parties in witness whereof both parties have hereunto affixed their names this 10th day of December, 1910.

Witness.

J. A. David

E. G. Cunningham.

C. M. Kerst.

State of Oklahoma, County of Tulsa, SS.

Before me, J. H. Yust, a notary public in and for the said county and state, on this the seventh day of January, 1911, personally appeared C. M. Kerst, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

J. H. Yust, notary public.

My commission expires February 8th, 1912.

(SEAL)

Filed for record at Tulsa, Okla., Jan 9, 1911, at 8:00 A. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

WARRANTY DEED.

Know all men by these presents: That Tulsa Addition Company, a corporation organized under the laws of the State of Oklahoma, in consideration of the sum of Five Hundred (\$500.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto R. H. Barnett, the following described real property and premises, situate in Tulsa County, state of Oklahoma, to-wit:

Lot eight (8) in Block Thirty-three (33) in Owen Addition to the city of Tulsa, Oklahoma, according to the amended plat thereof.