

MEMORANDUM of understanding entered unto this third day of June 1921 by H. H. Bryce and Mary J. Bryce on the one hand and P. R. Stanhope on the other, WITNESSETH:

WHEREAS under date of April fourth, 1921 the parties hereto entered into an agreement whereby P. R. Stanhope was to deed certain real estate in Los Angeles County, California described as the Easterly forty (40) feet of Lot Ninety-one (91), in Tract Number Four Hundred Fifty (450) as per map recorded in Book Sixteen (16) at Pages 158-9 of maps, together with certain furniture located in the house on said property, to said H. H. Bryce and Mary J. Bryce, in exchange for certain property in the City and County of Denver, Colorado, described as Lot ten (10), in Block Ninety-two (92) East Denver, which are to be conveyed to said P. R. Stanhope by said H.H. Bryce and Mary J. Bryce, upon certain terms and conditions as in said agreement set forth, to which said agreement reference is hereby made.

NOW THEREFORE, for the purpose of carrying out said agreement of April fourth 1921, it is understood and agreed between the parties hereto as follows; to-wit:

1. Said P. R. Stanhope hereby acknowledges the delivery to him this day of warranty deed from H. H. Bryce and Mary J. Bryce for said Lot ten (10) in Block Ninety-two (92), East Denver, City and County of Denver, Colorado.

2. Said H. H. Bryce hereby acknowledges delivery to him this day by said P. R. Stanhope (a) of "Grant Deed" from said P. R. Stanhope to said H. H. Bryce and Mary J. Bryce for said East forty (40) feet of Lot Ninety-one (91) in Tract No. Four Hundred Fifty (450) in the County of Los Angeles, California, as per map recorded in Book Sixteen (16), pages 158-9 of maps; (b) certified check of said P. R. Stanhope for Twenty-Seven Hundred Dollars

(~~\$~~2700.00), payable to the order of H. H. Bryce; (c) promissory note of said P. R. Stanhope for Four Thousand One Hundred Seventy (~~\$~~4170.00) Dollars, payable to order of said H. H. Bryce and M. J. Bryce, together with mortgage deed from said P. R. Stanhope to said H. H. Bryce and Mary J. Bryce upon said Lot ten (10) in Block Ninety-two (92) East Denver, City and County of Denver, Colorado, securing said promissory note.

3. Said H. H. Bryce hereby obligates himself to distribute and dispose of said Twenty-seven Hundred Dollars (~~\$~~2700.00) as follows, to-wit: to discharge and pay the note for Two Thousand Dollars (~~\$~~2000.00) secured by the mortgage upon said Los Angeles County real estate, which was due May 1st 1921, and which is held by Mrs Smith, it being understood that the interest has been paid on said note up to and including May 1st 1921; to compromise claim of Cook Realty Company against the estate of Susan J. Stanhope, deceased, for Two Hundred Thirty-two Dollars and Seventy-six Cents (~~\$~~232.76) at the best possible figure; to compromise and settle with F. Walton Brown as attorney for the estate of Susan J. Stanhope, deceased and with the Administrator of said estate at the best possible figure, the aggregate of the fees as now claimed by said attorney and Administrator amounting to Three<sup>e</sup> Hundred Ninety-three Dollars and Sixty-five Cents (~~\$~~393.65).

It is understood that said H. H. Bryce in negotiating and settling with said Cook Realty Company and said attorney for and said Administrator of the Estate of Susan J. Stanhope, deceased, shall take receipts in full settlement of said claims, which receipts shall also show the amounts actually paid by him to said parties respectively, and which receipts shall be forwarded by said H. H. Bryce to said P. R. Stanhope; said H. H. Bryce shall render a full and detailed statement to said P. R. Stanhope accounting for said Twenty-seven Hundred (~~\$~~2700.00) Dollars, and shall remit

to said P. R. Stanhope the unexpended balance thereof.

5. This transfer of said properties shall be deemed to have taken place as of June 1st 1921; said H. H. Bryce and Mary J. Bryce shall pay the insurance premium on the Three Thousand Dollar (\$3000.00) insurance policy effective June 1st, 1921 upon said Los Angeles property, arranged for by said F. Walton Brown; said P. R. Stanhope shall adjust with said H. H. Bryce for the insurance upon said Denver property from June 1st to August 26, 1921, the date of the expiration of the policy of insurance thereof.

6. It is understood that said H. H. Bryce and Mary J. Bryce shall assume and pay the 1921 taxes upon said Los Angeles County real estate and that said P. R. Stanhope shall assume and pay the 1921 taxes upon said Denver real estate; that the grantors in each instance shall pay the 1920 taxes.

7. It is understood that said H. H. Bryce is to assume the burden of seeing that the estate of said Susan J. Stanhope, deceased, now pending in the Superior Court of Los Angeles County of California, is promptly closed without incurring any further expense, and that he is not to receive any compensation from said P. R. Stanhope for his services in that behalf, in settling with the Cook Realty Company and in settling with said attorney for and Administrator of said estate; if any additional expense other than is estimated and enumerated by said F. Walton Brown, under date of April 16, 1921 for closing said estate is incurred by said H. H. Bryce, he shall assume and pay same, that is to say any additional expense which said H. H. Bruce may incur in settling said estate shall be paid by him.

H. H. Bryce

Mary J. Bryce by H. H. Bryce

Philip R. Stanhope

#17.15 to  
Bryce.