

COMPARED

205702 LB

AGREEMENT

THIS AGREEMENT MADE and entered into this 22nd day of July, A. D. 1922, by and between R. B. Downing, Party of the First Part and B. B. Walker, Party of the Second Part, WITNESSETH, that

WHEREAS, the said party of the first part is the owner in fee simple of the real estate and premises described, as follows, to-wit:

The West Half of Lot Three (3), Block Twelve (12), Highlands addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

and is in the quiet and peaceable possession thereof, and

WHEREAS, there is a mortgage on said property for the sum of \$1250.00 dated July 14th, 1922 which matures one year from that date with interest thereon at the rate of 8 % per Annum computed and payable semiannually.

NOW, THEREFORE, the said party of the first part in consideration of the sum of \$200.00 cash in hand, receipt of which is hereby acknowledged, does hereby demise, lease and let unto said party of the second part, his heirs and assigns, the foregoing described real estate and premises upon the following express conditions:

First: Party of the second part shall pay to the party of the first part the sum of \$1,050.00 in monthly installments of \$25.00 until forty two installments have been paid. Such deferred payments shall bear interest at the rate of 8% per annum computed and payable monthly on the entire deferred sum each month, each installment being evidenced by a promissory note this date executed and delivered, the first note maturing on August 22, 1922 and one note on the 22nd day of each and every month thereafter until said monthly installments shall have been paid as provided for herein.

Second: The Party of the Second Part shall pay or cause to be paid the semi-annual interest on the \$1250.00 mortgage heretofore mentioned, and keep the said property insured for the insurable value thereof during the life of this agreement at his own expense and keep the taxes, special assessments and other legal charges against the said property paid when the same become due and payable and not allow any liens to attach to the said property.

Third: When the second Party shall have paid the sum of \$1,050.00, then the First Party agrees to deliver the second party a warranty deed to said property, conveying same to the second party, subject to the \$1,250.00 Mortgage above mentioned, which mortgage the second party shall assume in said instrument.

Fourth: It is agreed by and between the parties hereto that a warranty deed executed by the seller this date covering property herein described, conveying same to the Party of the Second Part, together with real estate mortgage heretofore mentioned shall be deposited in escrow in the Security National Bank, such deed to be delivered to the Party of the Second Part when the sum of \$1,050.00 has been paid.

Fifth: During the life of this agreement the Second Party shall not commit nor suffer to be committed any waste on the said property and will keep the same in good condition and repair at all times at his own expense, in addition to the foregoing, any and all light, water, sewage and other bills against said property.

Sixth: It is agreed that in case the Second Party shall violate or break any of the provisions of this contract; if he shall refuse, neglect or fail for thirty days after written notice to make any payment provided for herein or fail to pay any tax, any installment of money, any interest or insurance when same is due and payable, then the