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By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

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CONTRACT

THIS AGREEMENT WITNESSETH: That George C. Frickel & O. L. Stewart of Tulsa, Oklahoma, herein designated as sellers hereby agree to sell and convey to C. A. McElwee of Tulsa, Oklahoma, herein after designated as the buyer, upon the terms and conditions hereinafter expressed, lots Nos (9) Nine and Block No. One (1) to Greenlawn addition to the city of Tulsa, Oklahoma, First. The buyer agrees to pay to the seller for said lot the total sum of (\$1500.00) Fifteen hundred Dollars, payable Fifty (\$50.00) Dollars cash and 5 twenty five (\$25.00) dollars on or before the 15th day of each and every month until the said purchase price is paid in full, with interest from date upon each payment as it falls due, at the rate of (8%) eight percent per annum, Second. The seller agrees to pay all taxes assessed against said lot exclusive of improvements made by the purchaser for the year 1921, and purchaser agrees to pay when due all assessments and subsequent taxes, Third. When the conditions of this sale shall have been fully complied with by the purchaser, the seller will execute to the buyer a warranty deed conveying said lot free and clear of all incumbrance, together with abstract of title to same. Fourth. It is agreed that, in the event that the buyer shall be sick and on that account shall be unable to follow his vocation, and shall furnish a certificate of a physician as to such sickness, satisfactory to the seller, the monthly payment shall be suspended during the continuance of such sickness, but in no event shall payment be suspended at any one time more than two consecutive months, Fifth. If the buyer allows said monthly payments on said lot to become delinquent for more than 30 days except in the case of sickness as herein provided, the seller may at his option, either declare the entire balance of the purchase price due and collectable or rescind this contract, and in the event of such rescission, all payments already made by the buyer shall be taken and retained by the seller, not as a penalty; and the failure of said seller to exercise such option at any time of any default shall not operate to bar or abridge his right to exercise such option upon any subsequent default of the buyer; it is agreed that a letter addressed to the buyer at 2420 East Federal Street shall be sufficient notice of the exercise of such option by the seller, and shall cancel this contract as to purchase. Sixth. This contract shall not be sold, assigned or transferred to any one of African descent. Seventh. The purchaser shall not mortgage said lot nor in any manner encumber the same or create any lien thereon. Eighth. It being understood that these lots are subject to restrictions on file. Ninth. In the event of sale, transfer or assignment of this contract with the consent of the seller, the assignee or grantee shall succeed to all rights and liabilities of the buyer, and the provision of this contract with reference to the sickness of and notice to the buyer, shall be taken and held to refer only to the sickness and notice of such assignee or grantee according to the terms of the assignment and contract hereto attached. The purchaser further agrees not to sell, rent or sublet said lot to any negro person or persons of African descent. Tenth. It is hereby especially agreed by and between the parties hereto, that the seller of said lot is making to the buyer thereof as his special instance and request, the special prices and conditions set forth to enable the buyer to make the purchase as set forth in this contract, and in view of such acts and concessions, on the part of the seller, it is hereby further agreed, that if the seller shall at any