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(SEAL) O.D. Lawson

By F.E. Dickson Deputy

County Clerk

207541 CH CONTRACT OF SALE OF REAL ESTATE. COMPARED

THIS AGREEMENT Made and entered into this 4 day of April 1921, by and between J.B. Lear of Tulsa, Oklahoma, party of the first part and W.L. Brown of Tulsa, Oklahoma party of the second part.

WITNESSETH: That for and in consideration of the conditions covenants and agreements hereinafter set forth, and the payments to be well and truly made as herein provided, said party of the first part hereby sell s and agrees to convey to the party of the second part by a good and sufficient contract free and clear of all encumbrances (unless hereinafter specified) the following described real estate, together with all and singular the buildings and other improvements and appurtenances thereunto belonging situate in Tulsa County, State of Oklahoma. to-wit:

Lot (4) Block (10) Cherokee Heights Addition to  
the city of Tulsa, according to the amended plat  
thereof.

The above mentioned contract made by H. <sup>6</sup>Stahl agreeing to deliver a good and sufficient warranty deed upon completion of the contract. for the sum of Five Thousand Dollars (\$5000.00

The said party of the second part hereby agrees to pay said party of the first part in wanner following \$150.00 dollars cash in hand, the receipt of which is hereby acknowledged; and \$450.00 on the 15th day of April, 1921 \$500.00 dollars on the Fourth (4th day of April 1922 \$1845.00 dollars on the Fourth (4th) day of April, 1923 and assumed \$2055.00 yet due on the contract to Mr. Stahl as evidence by two promissory notes of even date herewith, made payable at maturity with interest at the rate of 8% per cent per annum, payable semi-annually from the date hereof on each an all of said deferred payments.

AND IT IS MUTUALLY AGREED BY and between the parties hereto as follows:

FIRST. That said party of the second part shall have the possession of said premises and use thereof after 15th day of April 1921 and to commit no waste or suffer any to be committed and to pay all taxes and assessments of whatsoever nature, which may become due on the premises above described after the 15th day of April 1921 and keep all fences, buildings, and improvements thereon in as good condition as they now are, usual wear and tear and damage by the elements excepted.

SECOND. That his contract shall, in case of death or legal disability of either party be binding upon the heirs, administrators, executors and assigns or other legal representatives of said deceased or legally disabled party.

THIRD. That any failure on the part of the party of the second part to faithfully keep and perform each an all of the above conditions covenants and agreements or to make any of the payments at the time and in the manner above specified, shall render this contract void at the option of the said party of the first part, and he may retain all payments made as agreed liquidated damages and recover immediate possession of said premises. Said second party agrees to keep premises against fire and tornado in the amount of \$3000.00.