

COMPARED

213367 C. J.

CONTRACT FOR SALE OF REAL ESTATE.

THIS AGREEMENT, Made and entered into this 7th day of November, 1922, by and between M. E. Brown of Sand Springs, Tulsa County, Oklahoma, Party of the first part and J. E. Wiser of Sand Springs, Tulsa County, State of Oklahoma party of the second part,

WITNESSETH: That for and in consideration of the principal sum of Fifteen Hundred (\$1500.00) Dollars to be paid by the party of the second part, to party of the first part in the manner hereinafter described; The party of the first part agrees to and with said second party to execute and deliver to said second party a good and sufficient warranty deed and abstract of title conveying unto the said second party the following described real estate, to-wit:

All of Lots Numbered Eleven and Twelve (11 & 12) in Block Numbered Twenty-five (25) of the Original Plat of the town, Now City, of Sand Springs, Tulsa County, State of Oklahoma, according to The Official Recorded Survey thereof.

IT IS AGREED: By and between the parties hereto that the sum of Fifteen Hundred (\$1500.00) Dollars, to be paid by said second party to said first party shall be paid in the following manner, to-wit: Eight Hundred (\$800.00) Dollars of the principal sum of said Fifteen Hundred (\$1500.00) Dollars to be paid at the execution and delivery of this instrument, receipt whereof is hereby acknowledged, and the balance of the sum of said \$1500.00, to be paid in monthly installments beginning December 1, 1922, and to be evidenced by twenty-nine promissory notes of even date hereof, made and signed by said second party and payable to the order of said first party with interest thereon) at the rate of (8%) Eight per cent per annum added to each note and said notes to bear interest at 8% per annum from maturity and payable at Sand Springs, Okla., Note No. 1, being for \$15.10, Note No. 2, \$15.20, Note No. 3 25.50, and each succeeding note thereafter payable each succeeding thirty days thereafter with seventeen cents added to each note until the last note which shall be for \$25.34, due and payable April 1, 1928, according to the tenor of said notes and said notes are hereby made a part of this contract of sale, as fully as though said notes were set out at length therein.

IT IS FURTHER AGREED, by and between the parties hereto that the party of the second part shall have full and complete possession of the said Real Estate, from and after the 7th day of November, 1922, and in consideration thereof said second party agrees to pay all taxes which may become due thereon after the year 1921, and to keep said premises insured for the sum of One thousand (\$1000.00) Dollars, in favor of party of the first part in some insurance Company to be approved by said party of the first part.

IT IS FURTHER EXPRESSLY Agreed by and between the parties hereto, that time is the essence of this contract, and that any failure on the part of the said second party to pay any of the above mentioned notes for a period of thirty days after the same shall become due and payable shall work a forfeiture of this contract and that all right, title and interest of said second party in said premises shall cease and that said first party shall be relieved of all his obligations to said second party arising by virtue of this contract, and all payments made by second party to said first party under this contract-- shall be retained by said first party as liquidated damages, and rental for said premises. And the parties hereto hereby agree that the same is a reasonable rental for the same.

IT IS FURTHER MUTUALLY Agreed, by and between the parties hereto, that said premises shall be kept in good repair by said second party during the life of this contract.

IN WITNESS WHEREOF, the contracting parties have hereunto set our hands this 7th day of November, 1922.