

COMPARED

211422 C. J.

## CONTRACT OF SALE OF REAL ESTATE

THIS AGREEMENT, Made and entered into this 13th day of September 1922 by and between R. L. Warren, party of the first part, and Jack Cross Collinsville of Tulsa Co. 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 sells and agrees to convey to the party of the second part by a good and sufficient warranty deed, 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 Collinsville, Tulsa County, State of Oklahoma to wit:

The West Half ( $\frac{1}{2}$ ) of Lot 14, Block 49, in the City of Collinsville, Tulsa County, Oklahoma for the sum of Twelve Hundred Dollars (\$1200.00)

The said party of the second part hereby agrees to pay said party of the first part in manner following

One Hundred	Dollars	cash in hand, the receipt of which is hereby acknowledge; and
One Hundred	Dollars	on the 15th day of October 1922
One Hundred	Dollars	on the 15th day of November 1922
One Hundred	Dollars	on the 15 day of December 1922
One Hundred	Dollars	on the 15 day of January 1923
One Hundred	Dollars	on the 15 day of February 1923
One Hundred	Dollars	on the 15 day of March 1923
One Hundred	Dollars	on the 15 day of May 1923
One Hundred	Dollars	on the 15 Day of June 1923
One Hundred	Dollars	on the 15 day of July 1923
One Hundred	Dollars	on the 15 day of August 1923

as evidenced by Eleven promissory notes of even date herewith, made payable at The First State Bank, Owasso, Okla. with interest at the rate of 10 per cent per annum from Maturity ---No interest if paid when due R.L.W. from the date thereof on each and 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 13th day of September 1922, 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 13th day of September 1922, 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 this 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 and 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.

FOURTH: That upon full and complete payment as above specified, and fulfillment of each and all the conditions, covenants and agreements herein by said party of