TREASURER'S ENDORSEMENT certify that I received \$ _/_ Lord this / S cay of Mar 142

WAYNE L. DICKEY, County

COMPARED 213578-mbh

CONTRACT /ITH LIEN

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THIS INDENTURE, Made and entered into on the 21 day of Sept. 1922, by and between George Parker, of Fayetteville, Ark., Proprietor of Farker Brothers Mursery Company. as party of the second part and J. W. Boles and Mabel Boles, his wife, of J. W. Boles of Tulsa, Oklahoma, as parties of the first part.

WITNESSETH: That for and in consideration of the sum of \$1.00 to us in hand paid by the party of the second part, and other good and lawful considerations as hereinafter set out, I, the said J. H. Boles and Mabel Boles, his wife, do hereby grant, bargain, sell and convey unto the said George Farker, his successors, administrators and assigns, the following real estate, situated in Tulsa County, Oklahoma, to-wit:

E 1/2 of N 1/2 of N 1/2 of 3W 1/4 containing 20 acres, Section 8, Township 20, Range 13.

To have and to hold the same unto the said party of the second part, his heirs and assigns together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

The foregoing conveyance is conditioned, however, as follows: That the said George Parker, aforesaid, hereby sells and conveys and agrees to ship to the parties of the lirst part, in the Fall of 1922, or Spring of 1923, to Tulsa, Oklahoma, freight charges prepaid, nursery stock to the amount of \$390 and for the consideration, aforesaid, the said parties of the first part hereby agrees to receive said nursery stock promptly upon arrival at said point, and to properly care for the same and to plant said trees and nursery stock in a proper manner, and to cultivate and care for said trees and nursery stock on said above described premises.

The parties of the first part, for the aforesaid consideration, agrees to pay to the oder of the party of the second part, his executors, successors, administrators or assigns, the sum of \$390. as evidenced by the 3 promissory notes executed by the parties of the first part to the party of the second part, all of even date herewith, and each for the sum of \$100 - 160 - 130 and bearing interest at 10 per cent per annum, interest payable annually as follows. to wit:

First note due on or before the 1 day of Nov. 1922 Second note due on or before the 1 day of Sept. 1923 Third note due on or before the 1 day of Sep. 1924

Now if said parties of the first part shall pay or cause to be paid, to said party of the second part, his heirs, or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if taxes, and assessments of every nature, which are and may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon shall then become due and pay ble, and said party of the second part shall be entitled to the possession of said premises and the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the state of Oklahoma.

IN VITNESS JHERLOF, the said parties of the first part have hereunto set their hands the da, and year first above written.

J. J. Boles

Mabel bules