

STATE OF OKLAHOMA }  
TULSA COUNTY } SS.

Before me, the undersigned, a Notary Public, in and for said county and State on this 4th day of February 1922, personally appeared C. H. Overton and Annie Overton, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year last above written.

My Commission expires December 20, 1925 (SEAL) R. Moffett, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 23, 1922 at 11:55 o'clock A.M.  
in Book 430, page 546

By E. Belman, Deputy (SEAL) O. D. Lawson, county clerk

217405 C.J. COMPARED CONTRACT FOR DEED

KNOW ALL MEN BY THESE PRESENTS:

That E. W. Best, a single person of Tulsa, Okla, the first party, hereby agrees to sell and convey unto M. C. Phillips and Ruth Phillips, his wife of Tulsa, Oklahoma, the second party, by a good and sufficient warranty deed, the following described premises, to-wit:

Lots seven (7) and Eight (8) in block twenty nine (29) West  
Tulsa, now an addition to the City of Tulsa, Oklahoma, according  
to the recorded plat thereof.

in Tulsa County, State of Oklahoma, for the sum of Three Thousand Eighty seven and 50/100 Dollars, paid and to be paid as follows: \$600.00 cash in hand, receipt of which is acknowledged; \$40.00 on January 20, 1923; \$40.00 on February 20, 1923; and a like sum every thirty days thereafter until said purchase price is paid in full, together with <sup>Annually</sup> interest on said principal sum at 8 per cent. per annum from date payable annually as per the terms of second party's promissory notes in favor of first party, this day executed and delivered. First party to pay 1922 taxes and also third installment of sewer taxes now due, and give the receipts to second party.

From-----second party shall have possession of said premises; and shall not commit nor suffer to be committed any waste thereon; shall keep all improvements in as good condition as they now are in, usual wear and inevitable casualty excepted; and shall pay all taxes hereafter becoming payable. But should second party fail to keep and perform all the foregoing conditions, or to make said payments of purchase money or taxes as same become due; then, at the option of first party, this contract shall be void and the payments made shall be retained as rent for the use of said premises; or first party may declare the entire balance of purchase money due and payable at once; in either of which events first party shall recover immediate possession of premises. Notice of the election to exercise either of said options is hereby waived. First Party to pay mortgage for \$500.00 in favor of the West Tulsa State Bank.

This contract shall extend to and be binding upon the heirs of the parties hereto.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.  
EXECUTED AND DELIVERED, this 20th day of December, A. D. 1922.

E. W. Best

M. C. Phillips