

Filed for record in Tulsa County, Okla. on Nov. 17, 1922, at 1:10 P.M.; and duly recorded in book 431, page 219, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk,

214049 - BH

COMPARED

CONTRACT OF SALE OF REAL ESTATE.

This agreement, made and entered into this 23rd day of October, 1922, by and between V. L. Kennon and Nora Kennon of Red Fork, Okla. parties of the first part, and W.H. Moore West Tulsa of West Tulsa, 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 parties 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 improvements and appurtenances thereunto belonging, situate in Tulsa County, State of Oklahoma, to-wit: Lot two (2) in Block twenty seven (27) in the original town of Red Fork, Tulsa County, Oklahoma, according to the recorded plat thereof, for the sum of twenty two hundred fifty seven 50/100 dollars (\$2257.50).

The said party of the second part hereby agrees to pay said party of the first part in manner following \$250.00 dollars cash in hand, the receipt of which is hereby acknowledged, and \$43.00 dollars on the 6th day of November, 1922, and forty five payments of \$43.00 each one month dating from December 6th, 1922, and one payment of \$29.50 totalling \$2007.50 as evidenced by forty eight promissory notes of even date herewith, made payable at West Tulsa State Bank, with interest at the rate of 10 per cent per annum payable after maturity from the date hereof on each of and all 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 the 6th day of Nov. 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 6th day of November, 1922, and to 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 parties of the first part, and they may retain all payments made as agreed liquidated damages, and recover immediate possession of said premises.

Fourth. That upon full and complete satisfaction, and fulfillment of each and all the conditions, covenants and agreements herein by said party of the second part, said parties of the first, shall immediately upon demand of the party of the second part, his heirs, administrators, executors, assigns, or on demand of his duly authorized attorney or agent, execute and deliver by good and sufficient warranty deed, the real estate hereinabove described, and to also furnish said party of the second part, with a complete abstract of title, and said parties of the first part hereby undertakes and agrees to guarantee the title at the time of said proposed delivery.