

into or keep upon the said premises any substances forbidden by law or ordinances.

Said vendor further agrees to build and complete, as soon as weather conditions will permit, a garage (12) twelve feet by eighteen (18) feet with concrete floor, and conforming to the construction of the house, upon the above described lot.

It is further agreed and understood that the said sale is made under the express agreement that time shall be of the essence of this contract and of all payments required to be made, and of all covenants herein contained, and that in the event that the said purchaser shall fail or refuse to make any of the payments herein provided for, or make default in paying any taxes or special assessments against said property, when due, or in case of purchaser's breach of any of the other terms or conditions of this contract, the said vendor may at his option, by written notice, rescind this contract and said purchaser agrees that, in such event, all of the payments theretofore made by purchaser shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon such notice, to return and deliver up possession of the said property to the said vendor without hindrance or delay and title to any and all buildings and improvements and fixtures upon said property, shall, upon such breach, vest immediately in the said vendor, as liquidated damages for the purchaser's breach of contract.

This contract is binding upon the heirs, executors, administrators, and assigns of both parties hereto, provided however, that said purchaser shall have no authority to assign this contract, except with the written permission of the said vendor endorsed thereon.

Executed in duplicate, at Tulsa, Oklahoma, this 15th day of January, 1923.

Witness:

R. M. Alderson,  
Hildegard B. Sibole.

H. R. Crews,  
Dessie Crews,  
Charles J. McKerren,  
Cecilia McKerren.

#### ACKNOWLEDGEMENT.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 1923, personally appeared H. R. Crews and Dessie Crews, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they and each of them executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Ira D. Crews, Notary Public.

My commission expires December 3, 1924.

Filed for record in Tulsa County, Okla. on Jan. 30, 1923, at 1:25 P.M. and duly recorded in book 432, page 480, By Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

220509 - BH

COMPARED

Warranty Deed.

INTERNAL REVENUE  
\$ 125  
Cancelled

Know all men by these presents: That Robert Maples, a single man, party of the first part, in consideration of the sum of eight hundred and no/100 dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto Henderson Berry and Ibbie Berry, his wife, parties of the second part, and to their heirs and assigns, all of the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit: