

When all the payments called for under this agreement shall have been well and truly made, the party of the first part agrees to execute and deliver to party of the second part a good and sufficient warranty deed to the above lots and they shall be free and clear of all encumbrances. 1/3 of (\$30.00) of sewer assessment to be paid by J. M. Gillette.

In witness whereof, the parties hereto have hereunto set their hands this 23rd day of December, 1921.

(Sewer tax. paid \$30.00 1/10/23.
G.C.A. & Co.
J. M. Gillette. (House #4, by cr. labor \$50.24/22
Blythe Sears. (#5 " " " 44.50-2/16/22
Witness. J. O. Osborn, Tulsa, Okla. (By Cash, \$25.00 7/27/22 E. S. Carr. 59.- 6/26/22
Witness F. V. Wilder, Tulsa, Okla. (" " 25.00 8/30/22 E. S. Carr (#1/1/23 ck 174
State of Oklahoma) (" " 25.00 9/30/22 E. S. Carr (1/10/23, C. G. A. & Co.
(" " 25.00 10/28/22 E. S. Carr (12/30/23 prin. 25
) SS (By cash \$20.- 11/29/22. Int. to 1/1/23 \$50.24 Total int. \$94.05 to #
Tulsa County) Before me, the undersigned, a Notary Public, in and for said

county and State, aforesaid, J. M. Gillette and Blythe Sears, signed these presents, and declared said signatures to be of their own free will, for the purposes mentioned in said presents.

My commission expires June 19, 1926.

(SEAL) J. O. Osborn, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 31, 1923, at 3:10 P.M. and duly recorded in book 432, page 490, by Brady Brown, Deputy,

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

220635 - BH

COMPARED

ASSIGNMENT OF CONTRACT FOR SALE OF REAL ESTATE.

This indenture, made this 8 day of January 1923,

Witnesseth, that we, Blythe Sears and Carl R. Sears, husband of said Blythe Sears of Tulsa, Oklahoma, for and in consideration of one dollar (\$1.00) one Ford Sedan automobile, and other full, valuable and sufficient considerations, to us in hand paid, by G. C. Aucutt, of Tulsa, Oklahoma, have sold, and by these presents do sell, transfer, assign, and set over, unto the said G. C. Aucutt, a contract for the sale of certain real estate, being in the city of Tulsa, State of Oklahoma, and being more particularly described in said contract as

The south fifty (50) feet of the north two hundred

(N200) feet of the west one hundred thirty (W130)

feet of lot three (3) in Block three (3) Fair

Acres addition to the City of Tulsa, County of Tulsa,

State of Oklahoma, according to the recorded plat thereof,

and all appurtenances thereto and thereon. which said contract was made and executed by one J. M. Gillette, of Tulsa, Oklahoma, to the said Blythe Sears, and bears date of the 23rd day of December, 1921, to have and to hold the same unto the said G. C. Aucutt, his heirs, executors, administrators and assigns, for his and their use and benefit forever, subject nevertheless to the covenants, conditions and payments therein mentioned; and provided further, that the assumption of said covenants, conditions and payments is part of the full consideration hereof.

And we, Blythe Sears and Carl R. Sears, hereby authorize and empower the said G. C. Aucutt, upon his performance of the said covenants and conditions, to demand and receive of the said J. M. Gillette, the deed covenanted to be given in the said contract, in the ^{same} manner, to all intents and purposes, as we ourselves might, or could do, were these presents not executed.

In witness whereof, we have hereunto affixed our hands the day and year first above written.