

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF OKLA.)
County of Tulsa.) ss.

COMPARE

BE IT REMEMBERED, That on this 24th day of November in the year of our Lord one thousand nine hundred and twenty two before me, a Notary Public in and for said County and State, personally appeared John H. Arnold to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Aug. 26, 1924. (Seal)

J. H. Waters, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 13, 1923, at 2:20 o'clock P.M. and recorded in Book 435, Page 467.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

233176 C.M.J.

CONTRACT.

COMPARE

This Agreement, by and between C. E. Martin and J. W. Martin husband and wife of Tulsa, Okla. hereinafter called the vendor, and W. E. Harvey hereinafter called the purchaser;

WITNESSETH 1. That said vendor has agreed to sell and convey, and the said purchaser has agreed to buy, under terms hereinafter set forth, the following described property in the County of Tulsa, State of Oklahoma, to-wit:

The North Half of Lot Two (2) in Rich Land Addition to City of Tulsa. The North Half of the South Half of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section Twenty Seven (27), Township Nineteen (19), Range Thirteen (13) East, containing two and one half acres more or less.

2. Said purchaser agrees to pay to said vendor the sum of Twelve Hundred and Fifty Dollars (\$1250.00), at Tulsa, Oklahoma, payable as follows, to-wit: Five Hundred and No/100 Dollars, cash in hand, the receipt of which is hereby acknowledged, and \$31.25 per month, payable quarterly thereafter, until the purchase price for said property is paid in full. All of said deferred payments to draw interest at the rate of 6% per annum, after May 11th, 1923 said interest payable quarterly. Said installment payments being evidenced by one promissory notes of even date herewith, executed by said purchaser and payable to the order of the said vendor.

3. Said purchaser agrees to pay all taxes and assessments, general and special, that may be levied or imposed upon said premises after the year of 1923 immediately when said payments become due and payable.

4. Said vendor agrees that when said purchase price shall have been paid in full, the said vendor will execute and deliver to said purchaser, a warranty deed, conveying said lots free and clear of all incumbrances, together with an abstract of title to said property.

It is further understood and agreed that the said sale is made under the express agreement that time shall be of the essence of this contract and of all payments herein 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 and taxes or special assessments against said property, when due, or in case of the purchaser's breach of any of the other terms or conditions of this contract, the said vendor may at its option, by written notice, rescind this contract, and the said purchaser agrees that, in such an event, all of the payments theretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed,