

COMPARED

such delivery of the abstract; the seller shall have the defects rectified within ten days from date of delivery of such objections, but in case such defects in the title cannot be rectified within that time, this contract shall be null and void, and the money deposited as aforesaid shall be returned to the buyer and the abstract returned to the seller.

If the seller has kept his part of this contract, by furnishing good title as herein provided, and the buyer fails to comply with the requirements within five days thereafter, then the money deposited as aforesaid is forfeited by the buyer and this contract may or may not be thereafter operative, at the option of the seller.

If it agreed by the seller to give possession of the premises on or before immediately Accepted under above terms and conditions:

Buyer J. E. Washington Jr.,

Claude F. Neerman-Seller

I hereby approve the contract and agree to pay a commission of \$260.00 upon the closing of this sale. If the above mentioned earnest money should be forfeited by the buyer, I agree to pay The John H. Miller Company Agents, 50 per cent, of the same said 50 per cent not to exceed the regular brokers commission on the transaction.

Made in Triplicate

* STATE OF OKLAHOMA
SS.
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, within and for said County and State, on this 13 day of April, 1923, personally appeared Claude F. Neerman, 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.

My commission expires Jan. 2, 1927

(SEAL) Daisy Hatfield-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma April 16-1923 at 4:25 P.M. and recorded in Book #

227771-ACM

CONTRACT FOR SALE OF REAL ESTATE. COMPARED

MADE and entered into this 3rd day of February 1923, by and between R. H. Agard herein called the Seller; And C. R. Sears called the Buyer:

Witnesseth: The Seller agrees to sell the Buyer all the following described real estate in Tulsa, Tulsa County Oklahoma; To wit:

All of Lot (6) Block (14) Irving Place Addition to the City of Tulsa Oklahoma, according to the recorded plat thereof.

ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS; for the price of (\$6000.00) to be paid as follows, Buyer to assume a first mortgage in the sum of \$2500.00) within semi-annual interest, and assign one note in the sum of (\$1000.00) as the initial payment, and to sign (36) notes in the sum of (\$50.00) each with 8% interest payable monthly on the full amount, and to sign (14) notes in the sum of (\$30.00) each as a 3rd mortgage, making a total of the full purchase price which it is agreed shall be paid as follows. The Seller agrees to furnish the Buyer all his brick work on houses to be erected by The Agard Bldg. Co. hereafter at the rate of (\$30.00) per thousand for mat faced brick and (\$20.00) per thousand for plain brick. And all mantles so long as they are laid in keeping with the seize of the mantle and the work is all to be done satisfactorily to the said Bldg. Co. Now it is agreed by and between the parties hereto that the Seller is to retain 50% of all money earned by the Buyer to apply on the purchase price on the property the first of which is to go each month on the second mortgage \$50.00 & the interest, and the remainder retained ^{is} to apply on the third mortgage or on the (\$1000.00) note given as the first payment.

441, Page 304, C. H. Wilson, County Clerk, Biggs & Brown, Deputy