

THIS AGREEMENT made and entered into this 1st day of May, 1923 by and between Andrew J. Gloro, a single man, party of the first part, and Joseph E. Washington, party of the second part, WITNESSETH:

WHEREAS, The first party is the owner of Lot One (1) in Block Sixty-Four of the original town of Tulsa, now city of Tulsa, Tulsa County, Oklahoma, upon the southerly half of which is located a brick garage building, and on the north half of which is located a frame house, all of which property first party desires to sell and second party desires to purchase, subject to the lease upon the south half of said lot dated December 30th 1922, to Tulsa Yellow Cab Taxi & Baggage Company, a corporation, as lessee, for a period of five (5) years and until April 20th, 1928, supplemented by an addenda attached providing for an increase in rent and additional rights to both parties, and subject to an existing mortgage of record, in favor of Georgia State Savings Association in the principal sum of \$12,000.00, and subject to certain unpaid bills incurred in constructing improvements thereon, which bills might become the basis of valid lien claims, and which bills cover the south half, and which mortgage covers all of said lot aforesaid.

NOW, THEREFORE, In consideration of the sum of Twenty-five thousand Dollars (\$25,000.00) to be paid as hereinafter provided, and of the mutual covenants and agreements herein contained, the first party agrees to sell to second party and second party agrees to purchase the said Lot 1 in Block 64 of the original town of Tulsa, now City of Tulsa, Tulsa County Oklahoma; the said \$25,000.00 to be paid by deducting therefrom the amount of the first mortgage, to-wit: \$12,000.00 as aforesaid, and by the further deduction, therefrom of the total amount of said outstanding bills; the remainder of which purchase price of \$25,000.00 second party is to pay in cash at the expiration of four (4) months from the time the last material is furnished and the last labor performed under existing contracts for the improvement of said premises.

First party agrees to deliver to second part within ten (10) days from this date an abstract of title showing good and merchantable title in first party as of a date subsequent to this date, subject to said first mortgage and any lien claims which may be filed, not amounting in the aggregate, however, to more than \$5,000.00.

Second party is to have five (5) days within which to have the said abstract examined, and if the same shows such good and merchantable title in first party, as aforesaid, the first party is to immediately cause to be executed good and sufficient warranty deed to second party, the same to be placed in escrow in the Exchange Trust Company, and to remain until the balance of the purchase price is paid as herein provided. Second party is thereafter to proceed to pay the outstanding bills covering the cost of said improvement, not exceeding, however, said sum of \$5,000.00

Second party is to begin immediately receiving the rents and meeting any maturing payments on the loan therefrom, the delay in payment being solely for the purpose of enabling second party to satisfy himself about the title and to protect himself against liability for liens. First party is to have twenty (20) days within which to cure any defects in the title, if such exists, and if they cannot be cured within that time, second party shall have the right at his option, to be reimbursed by first party for any money which he has expended in attempting to carry out the terms of this contract.

If the title is in accordance with the contract, second party shall notify first party in writing to that effect, and first party shall immediately caused to be transferred and assigned the insurance policies on said property for the benefit of the parties hereto as their interest may appear.

If, at the expiration of said period of four (4) months, said title has been accepted and no lien claims have been filed, the balance of purchase price is to be paid and the