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227059 C. J.

AGREEMENT FOR WARRANTY DEED

COMPARED

ARTICLES OF AGREEMENT, made this 31st day of March in the year of our Lord One Thousand Nine Hundred and twenty three between J. S. Wilson party of the first part, and F. C. Cook party of the second part.

WITNESSETH, that the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part agrees to furnish to second party a good and sufficient abstract of title showing a good title of record to the premises hereinafter described in the party of the first part, and will convey and assure to the party of the second part, in fee simple, clear of all encumbrances whatsoever, by good and sufficient Warranty Deed, the following lot, piece and parcel of ground, viz:

All of lot Thirty Nine (39) in block Forty Three (43) West Tulsa Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

And the said party of the second part covenants and agrees to pay to said party of the first part, the sum of Eight Hundred and no/100 DOLLARS in the manner following: One Hundred Fifty and no/100 Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, and the balance Six Hundred Fifty dollars (650.00) payable at the rate of \$25.00 per month commencing with the first day of May, 1923, with interest from April first, 1923 at the rate of 8% per annum.

First party agrees to give second party a warranty deed and abstract to above described property when second party has paid the sum of Four Hundred Dollars on principal, and second party to give first party a mortgage for balance due secured by the above described property,

with interest at the rate of ----- per cent per annum, payable ----- annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1922 and keep the buildings insured for \$300.00 If there is a mortgage on said property, pay interest and taxes thereon up to . ----- It is mutually agreed that time is an essential element in this contract. And it is further agreed that in case of any payment either of principal or interest, remaining unpaid for a space of 30 days after the same shall become due, and in case of failure of the said party of the second part to make either of the payments or to perform any of the covenants on part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction of all the damages by him sustained and he shall have the right to re-enter and take possession of said premises aforesaid.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

J. S. Wilson

F. C. Cook

STATE OF OKLAHOMA

TULSA COUNTY

} ss. On this 2nd day of April, A. D. 1923, before me, the undersigned F. A. Singler a Notary Public, duly commissioned and qualified for and residing in