

## C O N T R A C T

THIS AGREEMENT, Made and entered into on this 16th day of February, 1924, by and between George H. Coe and Esther H. Coe, his wife, of Tulsa, Oklahoma, parties of the first part, and Virgil R. Patrum and Zoe Banks Patrum, his wife, of Tulsa, Oklahoma, parties of the second part, WITNESSETH;

THAT in consideration of the sum of Fifty-two Hundred Fifty Dollars (\$5,250.00), payable as hereinafter set out, parties of the first part hereby sell and agree to convey unto parties of the second part, their heirs and assigns, the following described lands, located in Tulsa County, Oklahoma, to-wit;

North 55 feet of the East 140 feet of Lot 4 in Block 4 in Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, together with all buildings and improvements thereon located.

It is understood between the parties hereto that there is now a mortgage of record covering said entire Lot 4 in the sum of Seventy Five Hundred Dollars (\$7500.00), and parties of the first part agree and bind themselves to pay off said mortgage and secure a release thereof at any time parties of the second part pay the balance of the purchase price under this contract, insofar as the lands hereinbefore described are concerned.

Parties of the first part agree on this day to place in escrow in the Security National Bank or order of Tulsa, Oklahoma, a warranty deed conveying the lands first hereinbefore described to parties of the second part, to be by said bank delivered to parties of the second part when the entire purchase price in the sum of Fifty-Two Hundred Fifty Dollars (\$5,250.00), with interest at  $7\frac{1}{2}\%$  per annum, payable monthly, has been paid by parties of the second part, their heirs and assigns.

Parties of the second part on signing this contract agree to pay the sum of Forty Dollars (\$40.00) in cash, and further agree to execute their negotiable promissory note to parties of the first part in the principal sum of Five Thousand Two Hundred Ten Dollars (\$5,210.00) bearing interest at  $7\frac{1}{2}\%$  per annum payable monthly on the 1st day of each and every calendar month, said note to be payable in partial payments of Eighty Dollars (\$80.00) per month, and such payments of Eighty Dollars (\$80.00) per month shall be applied first to the payment of interest, the balance to be applied on the principal of the note as partial payment. Privilege is hereby given parties of the second part to pay the balance of said note or any part thereof at any time, interest in such event to be computed to date of such payment, but such partial payments aside from the monthly payments of Eighty Dollars (\$80.00) as aforesaid, shall not relieve second parties from their obligation to make said monthly payments of Eighty Dollars (\$80.00) each month as aforesaid.

Parties of the second part are to have possession of said premises from and after date hereof, and parties of the second part are to pay all taxes from date hereof, except paving assessments already assessed, which paving assessments now assessed parties of the first part assume and agree to pay; and if parties of the first part fail, neglect or refuse to make said payments of paving assessments as same fall due, then parties of the second part may make such payment of paving assessments and deduct same from their monthly payment or payments hereinbefore specified.

In the event that a subdivision of Lot 4 Block 4, in Terrace Drive Addition to the City of Tulsa, is made so that the paving taxes are proportioned against the parcel of land first above described, the same being a subdivision of said Lot 4 Block 4 and if such proportionate amount of the paving taxes becomes a lien against said subdivision in the