

COMPARED

The sellers agree to pay all taxes assessed against said property, exclusive of improvements made by the buyers, for the year 1921, and buyers agree to pay all assessments and subsequent taxes. This property is purchased with the understanding that there is a certain incumbrance against it, to the amount of \$265.00 payable at the rate of \$15.00 per month; said mortgage held by Jack McAtee, #1423 E. Jefferson St., Tulsa, Okla.

The sellers agree to liquidate said indebtedness, but upon their failure to do so, it is further agreed that buyers shall retain enough out of the monthly payments to meet said payments on said mortgage, as they fall due.

It is agreed that in the event of sickness or serious emergency, on account of which the buyers are unable to follow their vocations, that the payments shall be suspended during such event, but at no time shall payments be suspended for a period of more than two consecutive months.

If the buyers allow said monthly payments on this property to become delinquent for more than thirty days, except in case of sickness as herein before provided, the sellers may at their option, either declare the entire purchase price due and payable, or rescind the contract, and in the event of such rescinding of contract, all payments already made by the buyers shall be retained by the sellers, not as a penalty. And the failure of the sellers to exercise such option, upon any subsequent default of the buyers, shall not operate to abridge their right to exercise such option upon any subsequent default of buyers.

This contract is not to be passed to any one of African descent.

The sellers agree to give possession of said property three (3) days after the execution of this contract.

IN WITNESS WHEREOF, We have hereunto set our hands to this contract, which is executed in duplicate this 29 day of December, 1921.

E. D. Roberts

Rosa Roberts

Sellers

James Bacon

Myrtle Bacon-

Buyers.

STATE OF OKLAHOMA  
COUNTY OF TULSA ss

Before me, the undersigned Esther Warren, a Notary Public in and for the County and State aforesaid, personally appeared Ed. Roberts and Rosa Roberts, his wife, and James Bacon, and Myrtle Bacon, his wife, who are personally known to me to be the identical persons who executed the within instrument of writing, and they have all acknowledged to me that their signatures were made of their own free act and accord. the day and year last above written.

My Commission expires Dec. 20, 1924 (SEAL)

Esther Warren-Notary Public

#### ASSIGNMENT OF CONTRACT

In consideration of the sum of \$1.000 and other good and valuable considerations, to us in hand paid, by W. H. Winters, We hereby sell, assign, transfer, and set over to the said W. H. Winters, his heirs, and assigns, the within contract, and all our estate, right, title and interest, claim, property, and demand of, in and to the same, and the premises and personal property therein described, and hereby authorize the said W.H. Winters, on his performance of the covenants, conditions, and payments therein expressed, to demand and receive of the ~~within~~ named, Ed. Roberts and Rosa Roberts, his wife, the deed covenanted in the within contract to be given.