

F. T. Hines (her husband) to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth,

(SEAL) Lula A. Cofer, Notary Public.

My commission expires December 2, 1926.

Filed for record in Tulsa County, Okla. on March 8, 1923, at 1:00 P.M. and duly recorded in book 445, page 169, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

223831 - BH

COMPARED

CONTRACT FOR DEED.

Copy.

Know all men by these presents: That the Fidelity Investment Company, a corporation, of Tulsa, Oklahoma, the first party, hereby agrees to sell and convey unto E. R. Kuhn, of Tulsa, Oklahoma, the second party, by a good and sufficient warranty deed, the following described premises, to-wit:

Lot twenty-four (24) in Block two (2) In

Orchard addition to the City of Tulsa,

in Tulsa County, State of Oklahoma, for the sum of twenty two hundred seventy five (\$2275.00) and no/100 dollars, paid and to be paid as follows: \$275/00 cash in hand, receipt of which is hereby acknowledged, \$25.00 on March 5th, 1923, and a like sum every thirty (30) days thereafter for 48 months, and the bal. \$800.00 due Apr. 5, 1927, together with <sup>interest on said</sup> principal sum at 8 percent per annum from date, payable monthly on deferred balance, as per terms of second party's promissory notes in favor of first party, this day executed and delivered the purchaser shall have the privilege of paying any amount in excess of \$25.00 at any monthly payment period.

From February 5th, 1923, second party shall have possession of said premises, and shall not commit nor suffer to be committed any waste thereon; shall keep all improvements in as good repair as they now are in, usual wear and inevitable casualty excepted; and shall pay all taxes hereafter becoming payable, except paving taxes, due February 15, 1923. But should second party fail to keep and perform all the foregoing conditions, or to make said payments of purchase money or taxes as same become due, then, at the option of said first party, this contract shall be void and the payments made shall be retained as rent for the use of said premises; or first party may declare the entire balance of purchase money due and payable at once; in either of which events first party shall recover immediate possession of premises. Notice of the election to exercise either of said options is hereby waived. Abstract shall be furnished by first party on delivery of deed showing clear title in vendor.

This contract shall extend <sup>to</sup> and be binding upon the heirs of the parties hereto.

In construing this instrument the words "first party" and "second party" wherever used, shall be held to mean the parties named in the preamble as parties hereto.

Executed and delivered this 5th day of February, A.D. 1923.

(Corp. Seal) Fidelity Investment Company.

By C. E. Lahman, President, first party.

Attest J. E. Paymal, Secretary.

Ernest R. Kuhn, Second party

State of Oklahoma)  
County of Tulsa ) SS

) Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of February, 1923, personally appeared E. R. Kuhn,