

to me known to be the identical person who subscribed the name of the John Hancock Mutual Life Insurance Company, the maker thereof, to the above and foregoing instrument, as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

*My Commission expires October 18th 1929* Edith <sup>M.</sup> Southworth, Notary Public.

Filed for record in Tulsa, Okla. on April 14, 1923, at 11:20 A.M. and duly recorded in book 445, page 493, By Brady Brown, Deputy.

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

227581 - BH

COMPARED

CONTRACT.

This agreement, by and between Rosa B. Mills (nee Lloyd) and Claud B. Mills, her husband, of Tulsa, Okla., hereinafter called the vendor, and Mrs. R. R. Hartzog, hereinafter called the purchaser;

Witnesseth, 1. That said vendor has agreed to sell and convey, and the said purchaser has agreed to buy, under terms hereinafter set forth, the following described property in the County of Tulsa, State of Oklahoma, to-wit: Lot eighteen (18) in Block one (1) Melrose addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, said lot to be used for residence purposes only, for a period of ten years, and no house to be built on front of same to cost less than \$2500.00 for a period of ten years.

2. *said* purchaser agrees to pay to said vendor the sum of eight hundred fifty and no/100 dollars (\$850.00) at Tulsa, Oklahoma, payable as follows, to-wit:

Fifty and no/100 dollars, cash in hand, the receipt of which is hereby acknowledged, and fifty (\$50.00) dollars April 10th, 1923, and \$25.00 per month, payable on 29th day of each month thereafter, until the purchase price for said property is paid in full. All of said deferred payments to draw interest at the rate of 8% per annum, after Mch. 29, 1923, said interest payable monthly. Said installment payments being evidenced by one promissory notes of even date herewith, numbered - - to - - executed by said purchaser and payable to the order of the said vendor.

3. Said purchaser agrees to pay all taxes and assessments, general and special that may be levied or imposed upon said premises, after the year 1922, immediately when said payments become due and payable.

4. Said vendor agrees that when said purchase price shall have been paid in full, the said vendor will execute and deliver to said purchaser, a warranty deed, conveying said lots free and clear of all incumbrances, together with and abstract of title to said property.

Said purchaser further agrees to keep said property at all times, fully insured against fire, lightning, and windstorm for the benefit of the said vendor, and not to commit, or suffer to be committed any waste upon the said premises, nor to permit thereon the accumulation of any waste or rubbish, nor to use the said premises in any manner which would increase the fire hazard or tend to decrease the market value thereof; and at no times to introduce into or keep upon the said premises any substances forbidden by law or ordinances.

It is further understood and agreed that the said sale is made under the express agreement that time shall be of the essence of this contract and of all payments herein required to be made, and of all covenants herein contained, and that