

COMPARED

in the event that the said purchaser shall fail or refuse to make any of the payments herein provided for, or make default in paying any taxes or special assessments against said property, when due, or in case of the purchaser's breach of any of the other terms or conditions of this contract, the said vendor may at its option, by written notice, rescind this contract, and the said purchaser agrees that, in such an event, all of the payments theretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon such notice, to return and deliver up possession of the said property to the said vendor without hindrance or delay and title to any and all buildings and improvements and fixtures upon said property, shall, upon such breach vest absolutely in the said vendor, as liquidated damages for the purchaser's breach of this contract.

This contract is to be binding upon the heirs, executors, administrators, and assigns of both parties hereto, provided, however, that said purchaser shall have no authority to assign this contract, except with the written consent of the said vendor, endorsed hereon.

Executed in duplicate, at Tulsa, Oklahoma, this 29th day of March, 1923.

Witness: Bert Roberts,
Mrs. Doc. Moreland.

Rosa B. Mills, Lloyd,
Clara B. Mills,
Mrs. R. R. Hardzog.

Filed for record in Tulsa County, Okla. on April 14, 1923, at 11:20 A.M. and duly recorded in book 445, page 494, By Brady Brown, Deputy,

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

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COMPARED

CONTRACT OF SALE OF REAL ESTATE:

This agreement, made and entered into this 12th day of April, 1923, by and between Henry Hunt, of Tulsa, party of the first part, and James A. McDaniel of Tulsa, party of the second part.

Witnesseth, that, for and in consideration of the consideration of the conditions, covenants and agreements hereinafter set forth, and the payments to be well and truly made as herein provided, said part__ of the first part hereby sells and agrees to convey to the part__ of the second part by a good and sufficient warranty deed, free and clear of all encumbrances (unless hereinafter specified) the following described real estate, together with all and singular the buildings and improvements and appurtenances thereunto belonging, situate in Tulsa County, State of Oklahoma, to-wit: All of lot eight and nine (8-9) in block thirty nine (39) West Tulsa addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, for the sum of eight hundred and no/100 dollars, (\$800.00).

The said party of the second part hereby agrees to pay said party of the first part in manner following: Two hundred dollars cash in hand, the receipt of which is hereby acknowledged, and twenty dollars on the 12th day of each succeeding month until four hundred dollars shall have been paid, then first party to deliver deed and abstract and second party to give first mortgage on property for \$400.00 payable at the rate of twenty dollars monthly, with interest on deferred payments at the rate of 8% per annum. All deferred payments from date of this contract to be at the rate of 8% per annum until paid, as evidenced by - - - promissory notes of even date herewith, made payable at - - - with interest at the rate of - - - per cent per annum, payable West Tulsa State Bank, the date hereof on each and all said deferred payments, and it is mutually agreed by and between the parties hereto as follows: