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COMPARED

## CONTRACT FOR PROPERTY.

AGREEMENT, made the 8th day of February, in the year one thousand nine hundred twenty three, between- Grace C. Tarshis, residing at 523 10th Street, Borough of Brooklyn, County of Kings, City and State of New York, party of the first part, and Giles A. Penick, residing at Tulsa, Oklahoma, party of the second part in manner following: The said party of the first part, in consideration of the sum of eighteen thousand (\$18,000) dollars, to be fully paid as hereinafter mentioned, hereby agree to sell unto the said party of the second part all that lot or parcel of land with the buildings and improvements thereon, situate, lying and being in the City of Tulsa, Oklahoma, known as Lot No. 4 in Block 210 Woodlawn addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. Subject to a lease of part of said premises made by the purchaser as President of Eureka Oil Products Company, a corporation, and Grace C. Tarshis, dated November 2nd, 1921. Subject to monthly tenancies on balance of property. Subject to covenants and restrictions of record, if any.

And the said party of the second part hereby agrees to purchase said premises at the said consideration of eighteen thousand (\$18,000) dollars and to pay the same as follows: Two thousand dollars (\$2000.00) in cash to be paid upon the signing of this contract, Three thousand dollars (\$3,000.00) in cash, March 10th, 1923, and the further sum of three thousand dollars (\$3,000.00) on July 1st, 1923, upon the delivery of the Warranty Deed covering the real estate described in this agreement or at the option of the purchaser sixty days thereafter upon delivery of said Warranty deed.

Ten Thousand dollars (\$10,000.00) by the purchaser making, acknowledging and delivering his purchase money bond and mortgage for that amount payable six hundred and twenty five dollars (\$625.00) three months after delivery of the deed, as herein-after provided, and six hundred twenty five dollars (\$625.00) quarterly thereafter until the full amount due thereunder shall be paid together with interest at seven per cent (7%) per annum, payable quarterly with each installment of principal.

It is further agreed that the purchaser will be credited with interest at seven per cent on all sums paid by him on this contract from March 10th, 1923, until the date of delivery and acceptance of the Warranty deed herein contracted for.

The said bond and mortgage to be drawn by the attorney for the seller at the expense of the purchaser, and to pay all expenses in connection with the recording of said mortgage including stamps on bond and recording fees, payable to the City, State or County in which the above mentioned property is located, including any mortgage tax or recording fees required by said City, State or County.

And the said party of the first part, on receiving such payment at the time and in the manner above mentioned, shall at her own proper costs, and expenses, execute, acknowledge and deliver, or cause to be <sup>executed</sup> delivered, acknowledged and delivered, to the said part-- of the second part warranty deed conveying him the fee simple of the said premises free from all encumbrance except as herein described.

This deed shall be delivered at office of the Exchange National Bank, Tulsa, Oklahoma, on March 1st, 1923, at 11 A.M.  
insurance  
Rents and interest on mortgages, if any, are to be apportioned.

The risk of loss or damage by fire prior to the completion of this contract is hereby assumed by the party of the second part, The rents of the said premises (if any) shall be adjusted, apportioned and allowed up to the day of taking title.