

Whereas, the first party is the owner of lot five in block one in Grandview Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof; and

Whereas, first party desires to sell said property and second party desires to purchase same.

It is hereby agreed: That the first party does hereby grant unto second party the exclusive right and option to purchase said property for the price of \$6500.00; that the right of said second party to exercise said option shall expire on August 31, 1924, at midnight, and that should said second party fail to refuse to exercise his option to purchase said property on or before said date that he agrees to remove and vacate said property on the 1st day of September, 1924, without any notice of any kind, and he expressly waives all notice required by law to remove therefrom, and that during all times he has been in possession of said property during the time of the option hereinabove it is agreed that second party shall be a tenant of said first party, and shall in no manner be liable for rent up to said September, 1, 1924,

It is further agreed that should second party exercise his option to purchase said property within the time herein mentioned, he agrees to pay to first party the sum of \$750.00 and interest from this date to September 1, 1924, at ten per cent, and upon the payment by second party to first party of said sum, first party agrees to pay same to the holder of the mortgage, on said property, and to secure release thereof, that if it is agreed that the balance due on said first mortgage on said property as of September 1, 1924, shall be in the sum of \$2250.00 and is held by Local Building & Loan Association; that the said second party shall execute to first party a mortgage on said property for the difference between the sum of \$2250.00 and the said \$750.00 and interest and the sum of \$6500.00 the agreed purchase price, or approximately \$3500.00, and which said second mortgage so executed by second party to first party shall be joined in by the wife of second party and shall be payable at the rate of \$60.00 per month, with interest at the rate of eight per cent per annum, each note to bear its own interest, said payment to be evidenced by notes. That upon such payment by said second party and the execution and delivery of said notes and mortgage, first party agrees to convey said property to second party by warranty deed, in which said deed the wife of first party shall join. That should second party exercise his option and purchase said property, second party agreed to pay the paving tax on said property due August 1, 1924, and delinquent September, 1, 1924.

Witness the hands of the parties hereto the day and year above written.

O. F. Beasley,
Rudolph E. Moehlmann

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said County and state on this 4th day of April, 1924 personally appeared O. F. Beasley, and Rudolph E. Moehlmann 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 uses and purposes therein set forth.

(SEAL) C. R. Thurlwell, Notary Public.

My commission expires January 15, 1928.

Filed for record in Tulsa County, Okla. on April 4, 1924, at 1:45 P.M. recorded in book 448, page 454, Brady Brown, Deputy,

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