

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.

In witness whereof, I have hereunto set my hand and official seal, the day and year last above written.

(SEAL) Merle Scott, Notary Public.

My commission expires May 22, 1927.

Filed for record in Tulsa County, Okla. on June 13, 1924, at 4:10 P.M. recorded in book 449, page 522, Brady Brown, Deputy.

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

260534 - BH

COMPARED

CONTRACT.

This agreement made and entered into this twelfth day of June, 1924, by and between Mattie Brewer and Thomas F. Brewer her husband of Tulsa, Oklahoma, parties of the first part, and J. G. McAllister, and J. B. Murray, of Tulsa, Oklahoma, parties of the second part:

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid by the second parties to the first parties, the receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

First: That the parties of the first part are owners in fee simple of the north forty-six and two-thirds ($46\frac{2}{3}$) feet of lot four (4) block three (3) in North Tulsa, an addition to the City of Tulsa, Tulsa County, Oklahoma,

Second: That the parties of the first part hereby agree to execute and deliver to the parties of the second part a good and sufficient warranty deed to the above described property, subject only to a first mortgage as shown of record with an unpaid balance of not to exceed forty-eight hundred dollars (\$4800.00) and also to execute and deliver a bill of sale to second parties of all furniture and furnishings, together with assignments of insurance and meter deposits in and on said premises.

Third. That the parties of the second part are to place two hundred and fifty dollars (\$250.00) with a copy of this contract in escrow in the Sand Springs Bank, of Sand Springs, Oklahoma, said money to be paid to the parties of the first part upon compliance by the parties hereto with all the terms and conditions hereof.

Fourth: That the parties of the second part agree to pay seven hundred and fifty dollars (\$750.00) in cash, upon receipt of a general warranty deed to the above described property, together with an abstract showing good and merchantable title in the parties of the first part.

Fifth: That the parties of the second part, as an additional consideration, shall either purchase and deliver by Warranty Deed, free and clear of all incumbrances to the parties of the first part the property now occupied by them as their home, and described as a part of lots six (6) and seven (7) block one (1) Twin City addition to Tulsa, Tulsa County, Oklahoma, or if the property for any reason cannot be purchased and delivered as herein set forth, the parties of the second part agree to pay and the parties of the first part agree to accept in lieu of the same, three thousand dollars, (\$3000.00) in cash.

In testimony whereof, the parties hereto have set their hands and seals on the day