

228501 C. J. COMPARED

CONTRACT OF SALE OF REAL ESTATE

THIS AGREEMENT, Made and entered into this 21st day of April 1923 by and between E. A. Radschweit of Tulsa, Oklahoma, party of the first part, and Frank E. Kelly and Mildred Kelly, his wife of Tulsa, Oklahoma parties of the second part:

WITNESSETH, That, for and in consideration of the conditions, covenants and agreements hereinafter set forth, and the payments to be well and truly made as herein provided, said party of the first part hereby sells and agrees to convey to the parties 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: Lots seventeen (17) and Eighteen (18), in Block Seven (7), of College Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof for the sum of Two Thousand Six Hundred and Fifty & No/100 dollars, (\$2650.00)

The said party of the second part hereby agrees to pay said party of the first part in manner following: \$250.00 cash in hand, the receipt of which is hereby acknowledged; and \$1491.00 in monthly installments of \$21.45 per month, to be paid to the Home Building and Loan Association, according to the terms of a mortgage executed by party of first part which parties of the second part assume and agree to pay; and \$909.00 with interest on unpaid balances at 8% per annum in monthly payments of \$18.55 per month as evidenced by fifty-nine promissory notes of even date herewith, made payable at Exchange National Bank, Tulsa, Okla., with interest at the rate of 8% per cent per annum from maturity payable Monthly from the date hereof on each and all said deferred payments, said notes including interest as per schedule attached hereto and made a part hereof

AND IT IS MUTUALLY AGREED by and between the parties hereto as follows:

FIRST. That said parties of the second part shall have the possession of said premises and use thereof after 21st day of April 1923, and to commit no waste or suffer any to be committed, and to pay all taxes and assessments of whatsoever nature which may become due on the premises above described after the 21st day of April 1923, and to keep all fences, buildings and improvements thereon in as good condition as they now are, usual wear and tear and damage by the elements, excepted.

SECOND: That this contract shall, in case of death or legal disability of either party, be binding upon the heirs, administrators, executors and assigns or other legal representatives of said deceased or legally disabled party.

THIRD. That any failure on the part of the parties of the second part to faithfully keep and perform each and all of the above conditions, covenants and agreements, or to make any of the payments at the time and in the manner above specified, shall render this contract void at the option of the said party of the first part, and he may retain all payments made as agreed liquidated damages, and recover immediate possession of said premises.

FOURTH. That upon full and complete payment as above specified, and fulfillment of each and all the conditions, covenants and agreements herein by said parties of the second part, said party of the first, shall immediately upon demand of the parties of the second part, his heirs, administrators, executors, assigns, or on demand of his duly authorized attorney or agent, execute and deliver by good and sufficient warranty deed, the real estate hereinabove described, and to also furnish said parties of the second part, with a complete abstract of title, and said party of the first part hereby undertakes and agrees to guarantee the title at the time of said proposed delivery.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 21st day of April 1923.

E. A. Radschweit
Frank E. Kelly
Mildred Kelly