

450

229511 C.J.

## CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 3rd day of May 1923, by and between William Turner, party of the first part and C. A. Willis, party of the second part, witnesseth:

That for and in consideration of Eight Thousand dollars (\$8000.00) receipt for two Hundred dollars of which is hereby acknowledged as part payment, balance payable as hereinafter stated; the party of the first part agrees and binds himself to sell, transfer and deed by warranty deed, to the party of the second part, the following described lands, situated in the County of Tulsa, state of Oklahoma, to-wit:

Lot Six (6) in Block Three (3) Re-subdivision of Block Five (5) Terrace  
Drive Addition, City of Tulsa, Oklahoma,

Including personal fixtures in house as follows: without additional cost.

All shades,

All draperies,

all stoves, all bath room fixtures broom, everything now in the house, and two draperies, in Jeffersoh Hotel, Tulsa, Oklahoma, and the said first party agrees to perfect the title to said tract and furnish an abstract of the same showing perfected title within 30 days from the date hereof. Except: mortgage of \$5000.00 due February 6th, 1926, at 8% per annum, with interest paid to this date,

It being understood that the said first party binds himself to perfect said title and furnish said abstract, when said title is perfected and said abstract is furnished, the balance of the purchase price of twenty eight hundred dollars (\$2800.00) shall be due and payable as follows: \$1800.00 on date of delivery of deed to said C. A. Willis, and approval of title and balance of \$1000.00 being due, and to be secured by a second mortgage to William Turner, and due May 2nd, 1924, together with interest thereon at 7% per annum, payable at maturity, and a failure on the part of the second party to make such payment within 30 days shall work a forfeiture of the part payment herein acknowledged, and shall cancel this agreement.

In case said title cannot be perfected within the said 30 days herein provided the second party shall have the option of declaring said trade off and shall receive back the amount paid, or may extend the time, as he shall see fit.

Witness:

W. L. Freeman

William Turner

Party of the First part.

C. A. Willis

Party of the second Part.

STATE OF OKLAHOMA, }  
Tulsa County, } ss.

BE IT REMEMBERED, That on this 2nd day of May 1923, before me, a Notary Public in and for said County and State, personally appeared William Turner and C. A. Willis, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that ----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 official signature and affixed my notarial seal the day and year first above written.

My commission expires April 17th, 1927

(SEAL)

Chas K. Warren, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 4, 1923 at 2:00 o'clock P. M. in Book 450, page 313

By Brady Brown, deputy

(SEAL)

O. G. Weaver, County Clerk